

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 3/01/2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) FPRI for the MMRP	
6. ISSUED BY U.S. Army Engineering and Support Center, Huntsville 4820 University Square Huntsville, AL 35816-1822		CODE W912DY		7. ADMINISTERED BY (If other than Item 6) ATTN: Michael R. Duffy (CEHNC-CT-E)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(W)		9A. AMENDMENT OF SOLICITATION NO. W912DY-04-R-0009	
						9B. DATED (SEE ITEM 11) 2/13/2004	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Offerors are to replace the following Sections/Pages with the attached amended Sections / Pages:

Section B (in full)
Section C (in full)
Section H (in Full)
Section I (Page 33 of 41)
Section J (Page 1, add Pages 145-154)
Section L (Pages 13-29)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Section B – Supplies or Services & Prices/Costs

1. Total Amount of Contract -

The total shared contract capacity for the contract(s) awarded under this solicitation shall not exceed \$250,000,000.00. There is no limit of the number of Task Orders that may be executed. The Task Orders executed shall not exceed the total capacity amount.

2. Guarantee -

The contract(s) awarded under this solicitation shall have a total guaranteed minimum amount of \$500,000.00 for the base period and \$250,000.00 for each option period exercised by the Government. The guaranteed minimum may be met by obligating funds and/or issuing task orders against the base contract(s) that meet or exceed the minimum guarantee amounts.

3. Contract Definition -

The Government contemplates award of up to three (3) Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) Multiple Award Response Contracts (MARC) for Military Munitions Response (MMR) Removal/Remedial Action Services under NAICS code 562910 on a full and open competitive basis. The individual task orders issued under the resulting contract(s) will be firm-fixed price and will require insurance specified in Section H and indemnification requirements. The contract(s), in support of the US Army Engineering and Support Center, Huntsville, the U.S. Army Corps of Engineers (USACE), and its customers located anywhere within the Continental United States (CONUS) or Outside the Continental United States (OCONUS), may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for removal/remedial action services as described in Section C, at various known or suspected sites that have been impacted by Munitions and Explosives of Concern (MEC) Operations and/or have been contaminated by Munitions Constituents (MC), in order to achieve the primary objective at most sites – project regulatory closeout.

4. Performance Period(s) -

The contract(s) will have a basic performance period of two (2) years and three (3) one (1) year option periods for a maximum contract of five (5) years, or until the shared contract capacity of \$250,000,000.00 is reached, whichever occurs first.

5. Pricing -

Specific objectives/milestones and pricing information for the services to be performed under this contract will be included in each task order issued under the contract. Refer to Section L of this solicitation for Cost Data and other information that is required for submittal with your proposal. In addition, in consideration of the performance under these contract(s), pursuant to task orders duly issued by the Authorized Contracting Officer, the contractor(s) shall be paid consideration determined in each task order. Such consideration shall constitute complete payment for services performed under this contract. Price reasonableness will be evaluated for the base contract(s) and all follow-on task orders. All Offeror's are encouraged to be responsible and provide reasonable rates so as not to create a materially unbalanced bid.

The Government will require some level of detail to properly analyze the pricing on a task order by task order basis so that the Contracting Officer can document that the price is "fair and reasonable". However, the level of detail may vary depending upon the project and the level of complexity. In any case, the Government will request the Contractor to provide a cost breakdown, which specifies the proposed labor mix (with extended costs), travel costs, other direct costs, and

insurance premium costs along with the underlying assumptions to support those costs and their technical approach. Travel costs should be in accordance with the Government's Joint Travel Regulation (JTR) Volume II whenever travel is expected.

All total hourly rates indicated in Tables 1-4 – Labor Rates of this Section B shall include Overhead and General & Administrative costs and shall be **inclusive** of any Profit. Profit will not be analyzed separately. It is the Government's intent to evaluate cost and in addition, the rates provided would be used as a *basis* for negotiation of future task orders. **Each Task Order will have its own wage rates incorporated, but the rates proposed in Tables 1-4 should be the rates that the contractor should apply when pricing follow on Task Orders, depending on the ordering period. Therefore, the contractor is encouraged to use their Defense Contract Audit Agency (DCAA) and/or Defense Contract Management Agency (DCMA) approved rates for labor, overhead, G&A, etc., and forward pricing rates, when providing the rates for the personnel in Tables 1-4 in order to provide fair and reasonable, fully loaded labor rates that will be competitive when compared to other Offerors.**

The Offeror shall fill out all the Tables 1-4. **Tables 1-4 shall show the loaded rates of the Offeror and all subcontractors.** The Offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their loaded rates shall be provided in the tables as well. All subcontracted personnel shall be identified in the tables by the following "(SUB – Firm Name)" after the title of the subcontracted personnel. For example, Certified Industrial Hygienist (SUB – ABC Corp.).

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall be responsible for negotiating the labor rates for those personnel making sure to provide the "best value" to the Government.

6. Tables 1 – 4

* The estimated hours in Tables 1-4 below are the Government's best estimate of the labor mix at this time for the base years and option years for this contract. However, actual labor hours used may vary upwards or downwards from the estimate. These numbers are for evaluation purposes only and are hypothetical. Offerors are instructed to provide the labor rates for each labor category and calculate out the total cost for each of the personnel listed, totaling the extended amount columns.

The Offeror is requested to provide pricing that would cover Service Contract Act Labor Rates recognizing that the Government will use those rates in evaluation of the "best value" to the Government using a tradeoff process. Current Service Contract Act Labor Rates will be provided for each individual task order issued, as appropriate. **For the purposes of filling out Tables 1-4, use the Service Contract Act Wage Rate Determination in Section J under Attachment 13.**

Table 1 – Labor Rates Base Contract Years
(Total Hourly Rates - Includes All Markups Including Profit)

CLIN 0001 – The Offeror shall propose on all Labor Categories shown using their approved audited rates. The rates proposed shall be used under the Base Contract Period unless the Offeror can provide evidence showing that the rate for an individual labor category is below the SCA Wage Determination Rate for the area where the work is taking place.

Discipline	Total Hourly Rate for Base Period (Years 1 & 2)	Number of hours for base Year 1 & 2 (use for calculation purposes only*)	Extended Amount Base Period (Years 1 & 2)
0001AA - Program Manager		6240	
0001AB - Project Manager		12480	
0001AC - Project Geophysicist		12480	
0001AD - Senior Contracts Manager		4200	
0001AE - Senior UXO Supervisor		1248	
0001AF - Senior UXO Supervisor – Hazard Pay 4%		1248	
0001AG - Senior UXO Supervisor – Hazard Pay 8%		9984	
0001AH - UXO Safety Officer		1248	
0001AI - UXO Safety Officer - Hazard Pay 4%		1248	
0001AJ - UXO Safety Officer – Hazard Pay 8%		9984	
0001AK - UXO Quality Control Specialist		1248	
0001AL - UXO Quality Control Specialist - Hazard Pay 4%		1248	
0001AM - UXO Quality Control Specialist – Hazard Pay 8%		9984	
0001AN - UXO Technician III		14976	
0001AO - UXO Technician III – Hazard Pay 4%		14976	
0001AP - UXO Technician III – Hazard Pay 8%		44928	
0001AQ - UXO Technician II		29952	
0001AR - UXO Technician II – Hazard Pay 4%		29952	
0001AS - UXO Technician II – Hazard Pay 8%		239616	
0001AT - UXO Technician I		9984	
0001AU - UXO Technician I – Hazard Pay 4%		9984	
0001AV - UXO Technician I – Hazard Pay 8%		79872	
0001AW - UXO Sweep Technician		99840	

Discipline	Total Hourly Rate for Base Period (Years 1 & 2)	Number of hours for base Year 1 & 2 (use for calculation purposes only*)	Extended Amount Base Period (Years 1 & 2)
0001AX - Procurement Manager		3120	
0001AY - Risk Assessor		2080	
0001AZ - Certified Industrial Hygienist		640	
0001BA - Licensed Surveyor		640	
0001BB - Cost Control Engineer		6240	
0001BC - Environmental Engineer		1040	
0001BD - Surveyor		3120	
0001BE - GIS Specialist		12480	
0001BF - Draftsperson/CADD Operator		480	
0001BG - Surveyor Aide		3120	
0001BH - Specification Editor/Technical Writer		480	
0001BI - Administrative I		12480	
0001BJ - Word Processor		1040	
0001BK - Clerical		1040	
0001BL - General Labor – Supervisor		4160	
0001BM - General Labor		24960	
0001BN – Engineer/Scientist/Analyst I		112350	
0001BO – Engineer/Scientist/Analyst II		24960	
0001BP – Engineer/Scientist/Analyst III		4160	
TOTAL *		865510	

Table 2 – Labor Rates Option Year 1
(Total Hourly Rates - Includes All Markups Including Profit)

CLIN 0002 - The Offeror shall propose on all Labor Categories shown using their approved audited forward pricing rates. The rates proposed shall be used under the Base Contract Period unless the Offeror can provide evidence showing that the rate for an individual labor category is below the SCA Wage Determination Rate for the area where the work is taking place.

Discipline	Total Hourly Rate for Option Period 1 (Year 3)	Number of hours for Option Year 1 (use for calculation purposes only*)	Extended Amount Option Period 1 (Year 3)
0002AA - Program Manager		3120	
0002AB - Project Manager		6240	
0002AC - Project Geophysicist		6240	
0002AD - Senior Contracts Manager		2100	
0002AE - Senior UXO Supervisor		624	
0002AF - Senior UXO Supervisor – Hazard Pay 4%		624	
0002AG - Senior UXO Supervisor – Hazard Pay 8%		4992	
0002AH - UXO Safety Officer		624	
0002AI - UXO Safety Officer - Hazard Pay 4%		624	
0002AJ - UXO Safety Officer – Hazard Pay 8%		4992	
0002AK - UXO Quality Control Specialist		624	
0002AL - UXO Quality Control Specialist - Hazard Pay 4%		624	
0002AM - UXO Quality Control Specialist – Hazard Pay 8%		4992	
0002AN - UXO Technician III		7488	
0002AO - UXO Technician III – Hazard Pay 4%		7488	
0002AP - UXO Technician III – Hazard Pay 8%		22464	
0002AQ - UXO Technician II		14976	
0002AR - UXO Technician II – Hazard Pay 4%		14976	
0002AS - UXO Technician II – Hazard Pay 8%		119808	
0002AT - UXO Technician I		4992	
0002AU - UXO Technician I – Hazard Pay 4%		4992	
0002AV - UXO Technician I – Hazard Pay 8%		39936	
0002AW - UXO Sweep Technician		49920	
0002AX - Procurement Manager		1560	
0002AY - Risk Assessor		1040	

Discipline	Total Hourly Rate for Option Period 1 (Year 3)	Number of hours for Option Year 1 (use for calculation purposes only*)	Extended Amount Option Period 1 (Year 3)
0002AZ - Certified Industrial Hygienist		320	
0002BA - Licensed Surveyor		320	
0002BB - Cost Control Engineer		3120	
0002BC - Environmental Engineer		520	
0002BD - Surveyor		1560	
0002BE - GIS Specialist		6240	
0002BF - Draftsperson/CADD Operator		240	
0002BG - Surveyor Aide		1560	
0002BH - Specification Editor/Technical Writer		240	
0002BI - Administrative I		6240	
0002BJ - Word Processor		520	
0002BK - Clerical		520	
0002BL - General Labor – Supervisor		2080	
0002BM - General Labor		12480	
0002BN – Engineer/Scientist/Analyst I		56160	
0002BO – Engineer/Scientist/Analyst II		12480	
0002BP – Engineer/Scientist/Analyst III		2080	
TOTAL *		432740	

Percentage Escalation On Option Period 1

Option Period 1 - _____%

Table 3 – Labor Rates Option Year 2
(Total Hourly Rates - Includes All Markups Including Profit)

CLIN 0003 - The Offeror shall propose on all Labor Categories shown using their approved audited forward pricing rates. The rates proposed shall be used under the Base Contract Period unless the Offeror can provide evidence showing that the rate for an individual labor category is below the SCA Wage Determination Rate for the area where the work is taking place.

Discipline	Total Hourly Rate for Option Period 2 (Year 4)	Number of hours for Option Year 1 (use for calculation purposes only*)	Extended Amount Option Period 2 (Year 4)
0003AA - Program Manager		3120	
0003AB - Project Manager		6240	
0003AC - Project Geophysicist		6240	
0003AD - Senior Contracts Manager		2100	
0003AE - Senior UXO Supervisor		624	
0003AF - Senior UXO Supervisor – Hazard Pay 4%		624	
0003AG - Senior UXO Supervisor – Hazard Pay 8%		4992	
0003AH - UXO Safety Officer		624	
0003AI - UXO Safety Officer - Hazard Pay 4%		624	
0003AJ - UXO Safety Officer – Hazard Pay 8%		4992	
0003AK - UXO Quality Control Specialist		624	
0003AL - UXO Quality Control Specialist - Hazard Pay 4%		624	
0003AM - UXO Quality Control Specialist – Hazard Pay 8%		4992	
0003AN - UXO Technician III		7488	
0003AO - UXO Technician III – Hazard Pay 4%		7488	
0003AP - UXO Technician III – Hazard Pay 8%		22464	
0003AQ - UXO Technician II		14976	
0003AR - UXO Technician II – Hazard Pay 4%		14976	
0003AS - UXO Technician II – Hazard Pay 8%		119808	
0003AT - UXO Technician I		4992	
0003AU - UXO Technician I – Hazard Pay 4%		4992	
0003AV - UXO Technician I – Hazard Pay 8%		39936	
0003AW - UXO Sweep Technician		49920	
0003AX - Procurement Manager		1560	
0003AY - Risk Assessor		1040	

Discipline	Total Hourly Rate for Option Period 2 (Year 4)	Number of hours for Option Year 1 (use for calculation purposes only*)	Extended Amount Option Period 2 (Year 4)
0003AZ - Certified Industrial Hygienist		320	
0003BA - Licensed Surveyor		320	
0003BB - Cost Control Engineer		3120	
0003BC - Environmental Engineer		520	
0003BD - Surveyor		1560	
0003BE - GIS Specialist		6240	
0003BF - Draftsperson/CADD Operator		240	
0003BG - Surveyor Aide		1560	
0003BH - Specification Editor/Technical Writer		240	
0003BI - Administrative I		6240	
0003BJ - Word Processor		520	
0003BK - Clerical		520	
0003BL - General Labor – Supervisor		2080	
0003BM - General Labor		12480	
0003BN – Engineer/Scientist/Analyst I		56160	
0003BO – Engineer/Scientist/Analyst II		12480	
0003BP – Engineer/Scientist/Analyst III		2080	
TOTAL *		432740	

Percentage Escalation On Option Period 2

Option Period 2 - _____%

Table 4 – Labor Rates Option Year 3
(Total Hourly Rates - Includes All Markups Including Profit)

CLIN 0004 - The Offeror shall propose on all Labor Categories shown using their approved audited forward pricing rates. The rates proposed shall be used under the Base Contract Period unless the Offeror can provide evidence showing that the rate for an individual labor category is below the SCA Wage Determination Rate for the area where the work is taking place.

Discipline	Total Hourly Rate for Option Period 3 (Year 5)	Number of hours for Option Year 1 (use for calculation purposes only*)	Extended Amount Option Period 3 (Year 5)
0004AA - Program Manager		3120	
0004AB - Project Manager		6240	
0004AC - Project Geophysicist		6240	
0004AD - Senior Contracts Manager		2100	
0004AE - Senior UXO Supervisor		624	
0004AF - Senior UXO Supervisor – Hazard Pay 4%		624	
0004AG - Senior UXO Supervisor – Hazard Pay 8%		4992	
0004AH - UXO Safety Officer		624	
0004AI - UXO Safety Officer - Hazard Pay 4%		624	
0004AJ - UXO Safety Officer – Hazard Pay 8%		4992	
0004AK - UXO Quality Control Specialist		624	
0004AL - UXO Quality Control Specialist - Hazard Pay 4%		624	
0004AM - UXO Quality Control Specialist – Hazard Pay 8%		4992	
0004AN - UXO Technician III		7488	
0004AO - UXO Technician III – Hazard Pay 4%		7488	
0004AP - UXO Technician III – Hazard Pay 8%		22464	
0004AQ - UXO Technician II		14976	
0004AR - UXO Technician II – Hazard Pay 4%		14976	
0004AS - UXO Technician II – Hazard Pay 8%		119808	
0004AT - UXO Technician I		4992	
0004AU - UXO Technician I – Hazard Pay 4%		4992	
0004AV - UXO Technician I – Hazard Pay 8%		39936	
0004AW - UXO Sweep Technician		49920	
0004AX - Procurement Manager		1560	
0004AY - Risk Assessor		1040	

Discipline	Total Hourly Rate for Option Period 3 (Year 5)	Number of hours for Option Year 1 (use for calculation purposes only*)	Extended Amount Option Period 3 (Year 5)
0004AZ - Certified Industrial Hygienist		320	
0004BA - Licensed Surveyor		320	
0004BB - Cost Control Engineer		3120	
0004BC - Environmental Engineer		520	
0004BD - Surveyor		1560	
0004BE - GIS Specialist		6240	
0004BF - Draftsperson/CADD Operator		240	
0004BG - Surveyor Aide		1560	
0004BH - Specification Editor/Technical Writer		240	
0004BI - Administrative I		6240	
0004BJ - Word Processor		520	
0004BK - Clerical		520	
0004BL - General Labor – Supervisor		2080	
0004BM - General Labor		12480	
0004BN – Engineer/Scientist/Analyst I		56160	
0004BO – Engineer/Scientist/Analyst II		12480	
0004BP – Engineer/Scientist/Analyst III		2080	
TOTAL *		432740	

Percentage Escalation On Option Period 3

Option Period 3 - _____%

(End of Section B)

Section C – Supplies or Services & Prices/Costs

1.0. OBJECTIVE:

Task Orders under this Contract shall be performance-based for Military Munitions Response Program (MMRP) removal/remedial actions as necessary to permit lands and waters potentially affected by military munitions operations to be safely and efficiently used for their intended purpose. These services will be used at various Installations/locations throughout CONUS/OCONUS. Work at military and civilian sites shall be executed to meet the milestones/objectives in site-specific performance-based work statements, and will be awarded as fixed-price Task Orders against the base contract. The Contractor shall have the capability and experience to perform, or provide, MMRP services involving Munitions and Explosives of Concern (MEC) and Munitions Constituents (MC). Various U.S. Army Corps of Engineers (USACE) districts may administer and/or award the follow on Task Orders against the base contract resulting from this solicitation. An indemnification package will be required for each Task Order awarded as specified in Section H. The required insurance policy of each Task Order awarded is to cover all known and unknown conditions/contamination for work at the site(s) within the scope of the Task Order, as specified in Section H. The contractor will also provide a 5- year warranty of each site as specified in Section H. In the event, that MEC or MC should resurface on the site after completion of the work during the 5-year warranty period, the contractor will be required to perform additional response actions at that site. High-level radioactive waste and chemical warfare materiel (CWM) will not be covered under this contract.

The Government contemplates awarding no more than three (3) Indefinite Delivery/Indefinite Quantity (ID/IQ) Fixed-Price contracts on a full and open competitive basis. The Task Orders under this contract will be firm-fixed price with Cost Overrun Insurance and Indemnification Requirements. This contract will be under the primary NAICS Code 562910 in support of USACE and its customers located within CONUS/OCONUS, and may be awarded as a result of this solicitation to the offeror(s) that provide the best value to the Government using a tradeoff process. The contract(s) awarded will be for MMRP services at various military munitions contaminated sites in order to achieve the primary objective at most sites - regulatory closure. The Contractor will be required to complete all activities (removal/remedial actions, recurring reviews, long-term management) and documentation (closure reports, Proposed Plans, Decision Documents, etc.) as required to achieve regulatory closure of both MEC and MC concerns.

If a Task Order requires a removal action then, following completion of the Removal Action - Construction (RA-C) phase for MMRP projects, the project will transition back to the remedial response process to determine what additional response action is necessary to achieve project regulatory closeout. The contractor may be required to prepare a Proposed Plan that is acceptable to the regulator(s) and provide it to the public for review through a Public Notice. The Proposed Plan shall include information required by the regulator and shall: describe the removal alternatives and detailed analysis that was completed during the EE/CA and implemented during the RA-C, identify the rationale used to support the alternatives that were implemented based on the EE/CA and Action Memorandum, describe whether the removal action is sufficient for a permanent solution to the explosives safety hazards and any residual risk remaining on the areas, provide a summary of formal comments received from the regulators on the EE/CA, and provide a summary explanation of any proposed Applicable or Relevant and Appropriate Requirement (ARAR) waiver.

The term regulatory closure under this solicitation refers to project regulatory closeout as opposed to a property level closeout, e.g., Formerly Used Defense Sites (FUDS) properties containing MMRP projects. Project regulatory closeout means: (1) all removal or remedial responses are complete and no subsequent removal or remedial responses are required for that project based on the action memorandum or decision document, and (2) concurrence of the closeout decision has been obtained in writing from the lead regulatory agency. When environmental restoration activities do not allow for unrestricted use of the land, verification of the achievement of the response objectives detailed in the decision document and the conduct of at least one recurring review to ensure the response action has remained effective and continues to be protective of human health, safety, and the environment is also required.

USACE will provide MMRP services to various Department of Defense Commands and Installations and other federal agencies, including but not limited to the following:

- Installation Management Agency (IMA)
- Dept. of Army, Base Realignment and Closure Program (DA BRAC)
- Air Force Major Commands including HQ Base Closure Agency (HQBCA)
- Formerly Used Defense Sites Program (FUDS)
- Defense Logistics Agency (DLA)
- Environmental Protection Agency (EPA)
- Department of Energy (DMEC)
- Homeland Security
- Department of Interior (DOI)

1.1. Pricing. This ID/IQ Type contract will be issued on a Firm Fixed-Price basis using performance-based work statements for each Task Order awarded. The contract will have a base period of two (2) years with three (3) one (1) year option periods, resulting in a possible 5-year contract to execute the work. Each Task Order's period of performance will be determined during the request for proposal stage and finalized during the negotiation stage, which will also dictate the time period for the cost overrun insurance and indemnification. The contractor shall perform any required follow-on monitoring or testing during the five (5) year warranty period. All Task Orders will require Cost Overrun Insurance and Indemnification Requirements.

1.2. Regulators. It is anticipated that the Contractor shall work directly with regulators on all aspects of their work. The Contractor shall be responsible for maintaining a working relationship with regulatory agencies. The regulatory agencies may require any and all documents resulting from work being performed under an individual Task Order be provided to them for review and comment. USACE and its customers will review and comment on all documents prior to or concurrent with the submission to regulatory agencies.

The Contractor shall notify USACE and its customer(s) of any meetings with regulatory agencies. The Government shall be afforded the opportunity to attend any meeting. USACE and its customers shall receive copies of all correspondence between the Contractor and the regulatory agencies.

1.3. MEC is a safety hazard and may constitute an imminent and substantial danger to site personnel and the local populace. The contractor shall safely locate, gain access, identify, recover, evaluate, manage and make final disposition of MEC at various currently and formerly used defense sites, property adjoining currently and formerly used defense

sites, and other federally controlled/owned sites which have been potentially impacted by MEC. If included in the performance work statement for the Task Order, the Contractor shall perform remediation of MC by removals, treatment, excavation or other means. MEC/MC removal/remedial actions for foreign governments, where sponsored by an appropriate U.S. Government agency, may be required under this contract.

1.4. MEC/MC may occur at sites located in the lands and waters of Continental United States (CONUS) and Outside Continental United States (OCONUS).

2.0. GENERAL:

2.1. MEC/MC Removal/Remedial Actions. This acquisition requires integrated approaches. The Contractor shall perform this work in accordance with all applicable laws and regulations.

2.2. Hazardous, Toxic, and Radioactive Waste (HTRW) and CWM at MMRP Sites. During Removal/ Remedial actions, the contractor may encounter HTRW material, or CWM. In such situations, the following shall apply:

2.2.1. HTRW or CWM may be in munitions, containers, landfills, Open Burning/Open Detonation (OB/OD) areas, ground spills, surface water or groundwater. If suspected HTRW of unknown origin and nature is encountered, the contractor shall immediately notify the U. S. Army Engineering and Support Center, Huntsville (USAESCH) MEC Design Center or the USACE office administering the task order. The contractor shall take necessary actions to protect the safety of his/her workforce, the public, and the environment.

2.2.2. During MEC operations, if the contractor identifies munitions with unknown fillers or CWM, the contractor shall immediately withdraw upwind from the work area and notify USACE and the appropriate personnel. The contractor shall secure the area until relieved by Technical Escort Unit (TEU) or Explosive Ordnance Disposal (EOD) personnel. If the site is a Formerly Used Defense Site (FUDS), notify local law enforcement. At an active installation notify either the range control or the installations designated POC.

2.3. Permits. The contractor shall obtain the permits and licenses necessary to conduct his/her operations including, but not necessarily limited to, building permits, licenses to purchase explosives, and Department of Transportation (DOT) permits for transport of military munitions and HTRW on public highways.

2.4. Laboratory Capabilities. The contractor shall use a USACE or a National Environmental Laboratory Accreditation Program (NELAP) validated laboratory for explosives and HTRW characterization. The Government may permit an on-site laboratory if needed.

2.5. All work under this contract shall be in accordance with the applicable publications specified in Sections 7.0 and 9.0 of this Performance Work Statement (PWS).

2.6. Safety and Health Program. The Contractor is required by regulation to develop and maintain a written safety and health program in compliance with the requirements of OSHA Standard 29 CFR 1910.120 (b)/29 CFR 1926.65 (b) and other federal, state, and local laws and regulations. The Contractor shall have this program available for review if requested by the Contracting Officer (CO). The Contractor shall ensure that its

subcontractors, suppliers, and support personnel follow all safety and health provisions established in the approved Accident Prevention Plan (APP)/Site Safety and Health Plan (SSHP) for the site. The SSHP shall be prepared in accordance with guidelines specified in Data Item Description (DID) FPRI-005-06. The Government reserves the right to stop work under this contract for any violations at no additional cost. The Government will verify that corrective action has been implemented and will allow the Contractor to continue performance under the contract.

2.6.1. All personnel performing onsite activities shall participate in an ongoing medical surveillance program meeting the requirements of 29 CFR 1910.120. The medical examination protocols and results shall be overseen by a licensed physician who is certified in Occupational Medicine by the American Board of Preventive Medicine, or who by necessary training and experience is board eligible.

2.6.2. If required, a written Personal Protective Equipment (PPE) program IAW 29CFR1910.120 (g)(5)/29 CFR 1926.65 (g)(5) and the respiratory protection requirements of 29 CFR 1910.134 are required. When working with low level radioactive material, the respiratory protection requirements of 10 CFR 20 must be met.

2.6.3. Radiation Dosimetry. All employees working within a radiologically restricted area shall receive appropriate dosimetry monitoring for radiation exposure in accordance with EM 385-1-1.

2.7. Quality Management. The contractor is responsible for the control of product quality and for offering to the Government for acceptance only those products/services that conform to the contractual requirements. If required by a specific Task Order, site-specific quality control plans should be prepared in accordance with DID FPRI-005-11.

2.8. Program Management. The Contractor shall designate a program manager, meeting the requirements in accordance with paragraph 4.5.4.4, for the overall contract who provides a single POC for the CO, provides programmatic reporting to USAESCH, and who can address overall management and contracting issues.

2.9. Project Management. The contractor shall execute each task under the direction of a Project Manager (PM) meeting the qualification requirements of paragraph 4.5.4.4 who shall ensure that all work is accomplished with adequate internal controls. The Contractor will identify the PM and the PM's qualifications with the submittal of its proposal for the Task Order to be issued. The PM shall serve as the Contractor's single point of contact (POC) for the Task Order. The PM shall implement procedures to eliminate conflicts, errors, and omissions and ensure the accuracy of all output. The PM shall also maintain close communication and coordination with the USACE, the regulators, the customer, and stakeholders for the duration of the project, including monthly/weekly progress reports.

3.0. DEFINITIONS:

3.1. Anomaly. A subsurface feature detected by a geophysical instrument.

3.2. ARAR. Applicable requirements are cleanup standards, standards of control, and other substantive environmental protection requirements promulgated under federal or state environmental law that specifically address a hazardous substance, pollutant, contaminant, remedial action, location or other circumstance found at a CERCLA site.

Relevant and appropriate requirements are cleanup standards that while not "applicable", address situations sufficiently similar to those encountered at a CERCLA site that their use is well-suited to the particular site.

3.3. Base Realignment and Closure (BRAC). A Department of Defense program that focuses on compliance and cleanup efforts at military installations undergoing closure or alignment, as authorized by Congress in four rounds of base closures for 1988, 1991, 1993, and 1995. The first base realignment and closure (BRAC) round was conducted in 1988 based on recommendations by the Defense Secretary's Commission on Base Realignment and Closure. Congress enacted the Defense Base Closure and Realignment Act of 1990 to authorize base closure rounds in 1991, 1993, and 1995. The Defense Environmental Restoration Program goal within the BRAC program is to conduct environmental remediation as efficiently as possible to speed transfer to and reuse by the community.

3.4. Chemical Agent. A chemical agent listed in AR 50-6 that is intended for use in military operations to kill, seriously injure, or incapacitate a person through its physiological properties. Excluded from consideration are industrial chemicals, riot control agents, chemical herbicides, smoke, and flame.

3.5. Chemical Warfare Materiel (CWM). An item configured as a munition containing a chemical agent that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. Also includes V- and G-series nerve agent, H-series blister agent, and lewisite in other than munition configurations. Due to their hazards, prevalence, and military-unique application, chemical agent identification sets (CAIS) are also considered chemical warfare materiel. Chemical warfare materiel does not include riot control agents; chemical herbicides; smoke and flame producing items, regardless of configuration; or soil, water, debris, or other media contaminated with chemical agent.

3.6. Clearance. Term used in connection with actions to maintain and sustain operational ranges. For Military Munitions Response Programs actions the term "removal" is used. (e.g., "surface removal" in place of "surface clearance").

3.7. CERCLA. Comprehensive Environmental Response, Compensation, and Liability Act of 1980: CERCLA authorizes federal action to respond to the release or threatened release of hazardous substances into the environment or a release or threat of release of a pollutant or contaminant into the environment that may present an imminent or substantial danger to public health or welfare.

3.8. Decision Document (DD): The Army has adopted the term "Decision Document" for the documentation of remedial action (RA), at non-National Priorities List (NPL) FUDS Properties. The decision document shall address the following: Purpose, Site Risk, Remedial Alternatives, Public/Community Involvement, Declaration, and Approval and Signature. A DD for sites not covered by an interagency agreement or Federal facility agreement is still required to follow a CERCLA response. All DD's will be maintained in the FUDS Property/Project Administrative Record file. An Action Memorandum is the decision document for a removal response action. The DD must be forwarded and signed by appropriate officials (see ACSIM memorandum dated September 9, 2003 for staffing requirements). Sufficient staffing time must be allowed.

3.9. Discrimination. Geophysical analysis that differentiates and separates target anomalies from other anomalies.

3.10. Discarded Military Munitions (DMM). Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of consistent with applicable environmental laws and regulations.

3.11. Explosive Ordnance Disposal (EOD) Personnel. Active duty military EOD personnel.

3.12. False Positive. An anomaly which falls outside the objective range of parameters (i.e.-metal type, size, mass, depth...) defined for the target anomalies or anomalies reacquired that result in no detectable metallic material recovered during excavations.

3.13. Geographic Information Systems (GIS). A combination of computer hardware and software that supports the acquisition, management, analysis, and visualization of spatially referenced data for solving complex planning and management problems.

3.14. Hazardous, Toxic, or Radioactive Waste (HTRW). Waste or media (i.e. air, water, soil, etc.) contaminated with chemical agent or other chemicals or compounds that have been determined to be harmful to human health and the environment and are regulated by Federal and State law.

3.15. Inert Ordnance. Inert ordnance is an item, which has functioned as designed leaving an inert carrier, or an item manufactured inert to serve a specific training purpose.

3.16. Innovative Technology. 1) A technology which is significantly better, cheaper, or faster than existing technologies, that is not broadly applied due to limited knowledge or established standards within the engineering community. 2) A technology, which is not commercially available from one or more vendors, which has the potential to be better, cheaper, or faster than existing technologies. This may include technologies that have been extensively field demonstrated, but have not been applied on a full-scale project. Innovative technologies must maintain public and worker safety.

3.17. Land Use Controls (LUCs) – Physical, legal, or administrative mechanisms that restrict the use of, or limit access to, contaminated property in order to reduce risk to human health and the environment. Physical mechanisms encompass a variety of engineered remedies to contain or reduce contamination and/or physical barriers to limit access to property, such as fences or signs. The legal mechanisms are generally the same as those used for institution controls (ICs) as discussed in the National Contingency Plan. ICs are a subset of LUCs and are primarily legal mechanisms imposed to ensure the continued effectiveness of land use restrictions imposed as part of a remedial decision. Legal mechanisms include restrictive covenants, negative easements, equitable servitudes, and deed notices. Administrative mechanisms include notices, adopted local land use plans and ordinances, construction permitting, or other existing land use management systems that may be used to ensure compliance with use restrictions.

3.18. Long-Term Management (LTM) – Term used for environmental monitoring, review of site conditions, and/or maintenance of a removal/ remedial action to ensure continued protection as designed once a site achieves Response Complete. Examples of LTM

include landfill cap maintenance, leachate disposal, fence monitoring and repair, five-year review execution, and land use control enforcement actions. This term should be used until no further MMRP actions are appropriate or anticipated. LTM is reserved for monitoring once a site achieves Response Complete, and should not be used to refer to monitoring after Remedy in Place, (this includes sites for which the selected remedy is natural attenuation).

3.19. Life Cycle Data Management. A “cradle-to-grave” process of creating, maintaining, storing, and archiving data over the life of a project such that the data is current (up-to-date) and available.

3.20. Material Potentially Presenting an Explosive Hazard (MPPEH). Material potentially containing explosives or munitions (e.g., munitions containers and packaging material; munitions debris remaining after munitions use, demilitarization, or disposal; and range-related debris); or material potentially contaminated with a high enough concentration of explosives such that the material presents an explosive hazard (e.g., equipment, drainage systems, holding tanks, piping, ventilation ducts) associated with munitions productions, demilitarization or disposal operations. Excluded from MPPEH are munitions within DOD's established munitions management system and other hazardous items that may present explosion hazards (e.g., gasoline cans, compressed gas cylinders) that are not munitions and are not intended for use as munitions. Munitions debris and Range-related debris are considered MPPEH until technically qualified personnel (a) inspect, verify and certify that it does not present an explosive hazard and is safe for all (e.g., the general public) to receive, or (2) inspect, verify and certify it as to the explosive hazards it may present to a qualified receiver.

3.21. Military Munitions. All ammunition products and components produced for or used by the armed forces for national defense and security, including ammunition products or components under the control of the Department of Defense, the Coast Guard, the Department of Energy (DMEC), and the National Guard. The term military munitions includes: confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes and incendiaries, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof. Military munitions do not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components, except that the term does include non-nuclear components of nuclear devices, that are managed under the nuclear weapons program of the Department of Energy after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.

3.22. Munitions Constituents (MC). Any materials originating from unexploded ordnance, discarded military munitions, or other military munitions, including explosives and nonexplosive materials, ad emission, degradation, or breakdown elements of such ordnance or munitions.

3.23. Munitions Debris. Remnants of munitions (e.g. penetrators, projectiles, shell casings, links, fins) remaining after munitions use, demilitarization or disposal. Munitions debris is considered material potentially presenting an explosive hazard (MPPEH) until technically-qualified personnel: (1) inspect, verify and certify that it does not present an explosive hazard, and consequently is safe for all (e.g., the general public) to receive; or (2) inspect, verify and certify it as to the explosive hazards it may present to a qualified receiver.

3.24. Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (a) Unexploded Ordnance (UXO), (b) Discarded Military Munitions (DMM), or (c) Munitions constituents (e.g., TNT, RDX) present in high enough concentrations to pose an explosive hazard.

3.25. MEC Procedures. These procedures include, but are not limited to, the following actions preformed by a UXO qualified individual:

3.25.1. Gaining access to (e.g., manual excavations within 12" of anomaly) and identifying subsurface anomalies and assessing the condition of buried MEC.

3.25.2. Identifying and assessing the condition of surface MEC.

3.25.3. Recovery and final disposal of all MEC.

3.26. Military Munitions Response Program (MMRP). Response actions (i.e., the identification, investigation, and remedial actions, or a combination of removal and remedial actions) to address military munitions or munitions constituents.

3.27. Munitions Response Area (MRA). Any area on a defense site that is known or suspected to contain UXO, DMM, or MC. Examples include former ranges and munitions burial areas. A munitions response area is comprised of one or more munitions response sites.

3.28. Munitions Response Site (MRS). A discrete location within a MRA that is known to require a munitions response.

3.29. No Further Action: Written notice from the governing regulator indicating that the response/remedial action is complete and that no further remediation is required.

3.30. No DoD Action Indicated: Formerly used defense sites where a decision that the site poses no threat to human health or safety or the environment is appropriate and no additional environmental restoration activities are required.

3.31. On the Surface. A situation in which UXO or DMM are entirely or partially exposed above (a) The ground surface, or (b) The surface of a water body (e.g., because of tidal activity).

3.32. Performance-Based Contracting: The FAR prescribes policies for Performance Based Contracting in Subpart 37.6. It states: Performance-based contracting methods are intended to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards. Performance-based contracts-- (a) Describe the requirements in terms of results required rather than the methods of performance of the work; (b) Use measurable performance standards (i.e., terms of quality, timeliness, quantity, etc.) and quality assurance surveillance plans (see 46.103(a) and 46.401(a)); (c) Specify procedures for reductions of fee or for reductions to the price of a fixed-price contract when services are not performed or do not meet contract requirements (see 46.407); and (d) Include performance incentives where appropriate.

3.33. Performance-Based Milestones/Objectives: The Government defines Performance Based Milestones/Objectives as the desired outcome(s) that have been defined in the Performance Work Statement in clear, simple, concise, results-oriented, measurable

and legally enforceable terms. The Government defines the completion of a Performance Based Milestone/Objective as: an outcome that has been 100% completed and the outcome has been approved and accepted by the approval authority under the Task Order/Contract. Simply meeting the Milestone/Objective, (i.e., submittal of a document for review) is not the same as completion of the Milestone/Objective, (i.e., approval and acceptance of the document by the regulators). Only upon the completion, approval, and acceptance, will the payment for that Milestone/Objective be made.

3.34. A Performance Work Statement (PWS) for a FPRI Task Order will to every extent possible:

- Define desired results/outcomes.
- Define what level of performance is expected (and ensure it is meaningful, measurable and fair) and use performance standards and Quality Assurance Surveillance Plans (QASP).
- Provide all information known about the site(s), or where it can be located and accessed by the Contractor.
- Define incentives and disincentives (non-financial under FPRI Contracts).- Define the terms using clear and concise language avoiding vague or broad statements.

3.35. Quality Control (QC). The contractor's systems to manage, control, and document his/her activities to comply with the contract requirements.

3.36. Quality Assurance (QA). The procedures by which the Government fulfills its responsibility to be certain that QC is functioning and the specified product is realized.

3.37. Range-Related Debris. Debris, other than munitions debris, collected from operational ranges or from former ranges (e.g., targets). Range-related debris is considered MPPEH until technically-qualified personnel: (1) inspect, verify and certify that it does not present an explosive hazard, and consequently is safe for all (e.g., the general public) to receive; or (2) inspect, verify and certify it as to the explosive hazards it may present to a qualified receiver.

3.38. Range Clearance. The recovery, collection, and on-range destruction of military munitions (e.g., UXO, munitions debris, and other range-related debris (e.g. targets) on operational ranges to maintain or enhance operational safety or to allow the continued use of the range for its intended purpose. The term "range clearance" does not include the on-range disposal or burial of UXO and munitions constituents, when the burial is not a result of normal use.

3.39. Regulatory Closure. The term regulatory closure under this solicitation refers to project regulatory closeout as opposed to a property level closeout, e.g., FUDS properties containing MMRP projects. Project regulatory closeout means: (1) all removal or remedial responses are complete and no subsequent removal or remedial responses are required for that project based on the action memo or decision document, and (2) concurrence of the closeout decision has been obtained in writing from the lead regulatory agency. When environmental restoration activities do not allow for unrestricted use of the land, verification of the achievement of the response objectives detailed in the decision document and the conduct of at least one recurring review to ensure the response action has remained effective and continues to be protective of human health, safety, and the environment is also required.

3.40. Remedial or Remedial Action. Those actions consistent with permanent remedy taken instead of or in addition to removal actions that address military munitions or

munitions constituents and in the event of a release or threatened release of a hazardous substance into the environment, to prevent or minimize the release of hazardous substances so that they do not migrate to cause substantial danger to present or future public health, welfare or the environment. The term includes, but is not limited to, those actions necessary to remove or mitigate explosives safety hazards associated with military munitions or such actions at the location of the release as storage; confinement; perimeter protection using dikes, trenches, or ditches; clay cover; neutralization; cleanup of released hazardous substances and associated contaminated materials; recycling or reuse; diversion; destruction; segregation of reactive wastes; dredging or excavations; repair or replacement of leaking containers; collection of leachate and runoff; onsite treatment or incineration; provision of alternative water supplies; and any monitoring reasonably required to assure that such actions protect the human health, safety or the environment. The term includes the costs of permanent relocation of residents and businesses and community facilities where the President determines that, alone or in combination with other measures, such relocation is more cost-effective and environmentally preferable to the transportation, storage, treatment, destruction, or secure disposition offsite of hazardous substances, or may otherwise be necessary to protect the human health, safety or the environment. The term includes offsite transport and offsite storage, treatment, destruction, or secure disposition of hazardous substances and associated contaminated materials.

3.41. Removal or Removal Action. The cleanup or removal of military munitions, munitions constituents or released hazardous substances from the environment. Such actions may be necessary to remove or mitigate explosives safety hazards associated with military munitions or threat of something similar in the event of release of hazardous substances into the environment, such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals not otherwise provided for, action taken under section 9604(b) of this title, and any emergency assistance which may be provided under the Disaster Relief and Emergency Assistance Act [42 U.S.C. 5121 et seq.] The requirements for removal actions are addressed in 40 CFR §§300.410 and 300.415. The three types of removals are emergency, time-critical, and non time-critical removals.

3.42. Target Anomaly. An anomaly which has a high probability to be a MEC item based on its apparent size, composition, depth, location, and geophysical signature.

3.43. Unexploded Ordnance (UXO). Military munitions that have been primed, fuzed, armed, or otherwise prepared for action and have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installation, personnel, or material and have remained unexploded either by malfunction, design, or any other cause.

3.44. UXO Personnel. Personnel meeting the qualification requirements for filling the UXO positions listed in paragraph 4.5.3 and 4.5.4.

4.0. SPECIFIC SERVICES:

4.1. Task Orders. For each Task Order under this contract, the Government will provide a PWS describing the work required and performance metrics by which USACE will monitor contract performance. The contractor shall, upon receipt of Notice To Proceed (NTP) supply all personnel, tools, equipment, communications, transportation, materials and supervision (except as otherwise noted) to integrate, manage, and execute all specified aspects of the Task Order.

4.2. Site Visit. A site visit may be authorized by the Contracting Officer to assist in the preparation of the initial Work Plan (WP) for field activities. An Abbreviated Site Safety and Health Plan (ASSHP) shall be prepared by the contractor and submitted to USAESCH and /or the administering USACE District for approval prior to the site visit. The format of the ASSHP shall be as shown in Military Munitions Response Center of Expertise Interim Guidance Document 04-03. "ASSHP for Sites with Suspected or Confirmed Munitions and Explosives of Concern (MEC)". **No intrusive activities shall be conducted during the site visit. Site visits necessary on a task order basis will be coordinated and authorized with USAESCH and/or the USACE District at the site for which the task order is being awarded.**

4.3. Work Plan. The Contractor is required to submit work plans as required by appropriate regulatory agencies in order to meet the PWS milestones/objectives. The Contractor shall prepare and submit, to the Contracting Officer a WP describing how the required effort will be accomplished. The Contractor may not mobilize to the site or begin working until the regulators have accepted the WP, and a Notice To Proceed (NTP) has been issued by the Contracting Officer. The WP may contain the following sub-plans:

Data Item Description	Effective Date	Description
FPRI-005-02	See Table 7-1	Technical Management Plan
FPRI-005-03	See Table 7-1	Explosives Management Plan
FPRI-005-04	See Table 7-1	Explosives Siting Plan
FPRI-005-05	See Table 7-1	Geophysical Investigation Plan
FPRI-005-05A	See Table 7-1	Geophysical Prove-Out (GPO) Plan and Report
FPRI-005-06	See Table 7-1	Accident Prevention Plan
FPRI-005-07	See Table 7-1	Geospatial Information and Electronic Submittal
FPRI-005-10	See Table 7-1	Munitions Constituents Sampling and Analysis Data
FPRI-005-11	See Table 7-1	Quality Control Plan
FPRI-005-12	See Table 7-1	Environmental Protection Plan
FPRI-005-13	See Table 7-1	Investigative Derived Waste Plan

4.3.1. Work Plan Development. The Contractor shall prepare draft work plans and submit to Contracting Officer and the regulatory agencies concurrently for review. The draft WP(s) will be reviewed and comments provided by the Government. All comments regarding explosives safety must be resolved to the satisfaction of the Contracting Officer.

4.3.2. Work Plan Acceptance. Regulatory acceptance of the Contractor's Work Plan(s) is required prior to receipt of NTP on field operations. The Contractor shall provide any revisions to the Final Work Plan(s) as a result of regulatory review as informational copies to the Contracting Officer and the Customer.

4.3.3. Work Plan Execution. During execution of all activities, the Contractor shall follow the approved Final WP. The regulatory agencies must approve, in writing, any deviation from the Final WP and information copies of the

deviation shall be provided by the Contractor to the Contracting Officer and the Customer. The Contracting Officer must approve any deviations, prior to their implementation, that may affect explosives safety. All comments regarding explosives safety must be resolved to the satisfaction of the Contracting Officer. Copies of approved deviations to the work plan must be maintained and made available onsite by the Contractors onsite personnel.

4.4. Potential Tasks. Typical tasks associated with this contract may include, but are not limited to:

4.4.1. Anomaly Avoidance. Provide support to field operations as necessary to avoid subsurface anomalies and surface MEC.

4.4.2. Anomaly Discrimination. Analyze geophysical data to identify and locate target anomalies using innovative and/or traditional methodologies and applications.

4.4.3. Anomaly Investigation. Excavate and evaluate target anomalies to determine their identify, size, composition, depth, location and condition.

4.4.4. Blast-Effects Analysis. Perform an analysis of the effects of the overpressure, heat, fragmentation and related factors resulting from detonations of MEC and determine effective mitigation measures.

4.4.5. Munitions Constituents (MC) Sampling and Analysis. Perform MC sampling and analyses (that are on-site and have migrated off-site) for munitions constituents.

4.4.6. Geographic Information System. Develop Geographic Information System (GIS) databases; create and manage a computerized GIS.

4.4.7. Geophysical Mapping. Perform digital and analog geophysical surveys using instruments capable of detecting and locating target anomalies, disturbed areas, and underground utilities.

4.4.8. MEC Operations. The contractor shall provide the necessary personnel and equipment to locate, gain access, identify, recover, store, and if directed, apply final disposal/ destruction/ treatment procedures to all MEC.

4.4.9. Public Involvement. Assist in public meetings, restoration advisory boards, and other stakeholder forums that facilitate public involvement in MMRP. This will include the production and publication of the notices required by regulatory agencies.

4.4.10. Range Clearance. Provide support at operational ranges.

4.4.11. Remote Sensing. Perform collection and/or analysis of remote sensing data in order to determine areas potentially containing MEC.

4.4.12. Technical Project Planning. Participate in meetings with DoD personnel, regulatory agencies, restoration advisory boards, and other stakeholders to determine appropriate approaches to project implementation.

4.5. Personnel Qualifications. The qualifications of key personnel shall be as listed below. The Contractor shall document and submit the qualifications of these key personnel in a Personnel Resume formatted per DID FPRI-025. The Contractor shall certify in writing to the CO that all personnel scheduled to fill UXO positions, except UXO Sweep Personnel, are in full compliance with 18 U.S.C. 842. Federal employees, military or civilian, shall not be employed by the contractor in performance of any work under the contract; i.e., during off duty hours, regular hours, or while on annual leave.

4.5.1. The above submittals shall include the legal residence (county and state).

4.5.2. Unexploded Ordnance (UXO) Personnel, General.

4.5.2.1. UXO personnel, assigned to positions UXO Technician I, UXO Technician II, UXO Technician III, UXO Safety Officer, UXO Quality Control Specialist, and Senior UXO Supervisor, shall be U.S. citizens (with the exception listed in Para. 4.5.2.4) and graduates of one of the following schools or courses:

- a. U.S. Army Bomb Disposal School, Aberdeen Proving Ground, MD;
- b. U.S. Naval EOD School;
- c. EOD Assistants Course, Redstone Arsenal, AL; EOD Assistants Course, Eglin Air Force Base, FL; or, a DoD certified equivalent course.

4.5.2.2. The term UXO Qualified Personnel applies only to personnel meeting the requirements for the positions of UXO Technician II, UXO Technician III, UXO Safety Officer, UXO Quality Control Specialist, and Senior UXO Supervisor.

4.5.2.3. UXO Experience. UXO personnel may get credit for experience under the two following conditions.

(1) Experience will be granted for assignment to a military active duty EOD position and/or for a contractor position designated in the Service Contract Act, Directory Of Occupations as a UXO Technician. For the purpose of calculating UXO experience for this contract, EOD time starts on the month of graduation if the graduation certificate is dated 1st through the 15th of the month. The EOD time will start the following month the certificate is dated on the 16th of the month or later. Only EOD assignments will count thereafter as UXO experience while serving in the military.

(2) Civilian time will only be counted for personnel filling a UXO position and working on MEC Procedures or MEC-Related Procedures as defined in EP 385-1-95a, TERMS. Experience on civilian bomb squads or as a safety office for an explosive manufacturer does not qualify as UXO experience under this contract.

4.5.2.4. EOD experience in National Guard or Reserve Units shall be based on the actual documented time spent on active duty, not on the total time of service.

a. Before hiring UXO Technicians who are not U.S. citizens, the contractor shall be required to demonstrate that all efforts to obtain the

required number of U.S. workers have been exhausted. The documentation should reflect the extent of recruitment activities that were undertaken (e.g., nation-wide recruitment notices or announcements) and include the results achieved (i.e., number of qualified U.S. applicants available for the position(s) to be filled, number of offers extended, number of declinations, rationale for not extending an offer to a qualified applicant, etc.).

b. The contractor shall be prohibited from hiring any worker whose training does not qualify the worker for doing the job for which he/she is hired. The contractor shall be required to provide a certification for each non-U.S. worker hired. The certification shall include a risk-based analysis of the work or activities to be performed and shall demonstrate that the proposed worker has received adequate training and experience to qualify him/her for the specific position. Completion of Explosive Ordnance Disposal (EOD) training in foreign nations that is comparable to the U.S. EOD training shall be used to demonstrate the qualifications for proposed workers. The contractor's certification shall be provided to the Contracting Officer for approval.

c. The non-U.S. workers hired by contractors must also meet other legal requirements for working in the U.S.

d. The contractor shall ensure that non-U.S. citizens do not have access to the classified portions of the TM-60 publications.

4.4.2.5. The UXO Safety Officer and UXO Quality Control Specialist may be employees of the prime contractor or the subcontractor as appropriate. This supercedes the requirements stated in EP 1110-1-18 , Chapter 20, paragraph 20-5b(1)(d) and 20-5b(1)(e).

4.5.3. Key Personnel. When required for the work effort, the following personnel may be designated to complete each Task Order(s).

4.5.3.1. Senior UXO Supervisor (SUXOS). This individual shall be a graduate of a school listed in paragraph 4.5.3.1.a or 4.5.3.1.b. This individual shall have at least 15 years UXO experience, which shall include 5 years in supervisory positions. A SUXOS must be able to fully perform all of the functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. In addition, the ability to perform the following functions is a requirement for the SUXOS: Planning, coordinating, and supervising all contractor on-site MEC activities; preparing standing operating procedures (SOPs) for MEC operations, ensuring compliance with DoD directives as well as local, state, and Federal statutes and codes; and certification of munitions debris and range-related debris as ready for turn-in or disposal in accordance with current policies. The SUXOS must also be fully capable of supervising multiple project teams which may be performing MEC activities: e.g., vegetation removal; land surveying; reconnaissance and classification of MEC and demolition materials; locating surface and subsurface MEC; destroying MEC by burning or detonation; and/or transporting and storing MEC and demolition material.

4.5.3.2. UXO Safety Officer (UXOSO). This individual shall have the same minimum qualifications as a UXO Technician III as listed in paragraph 4.5.4.1. In addition, this individual shall have the specific training, knowledge, and experience necessary to implement the APP/SSHP and verify compliance with applicable safety and health requirements. This individual must be able to perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. In addition, the UXOSO must have the ability to implement the approved MEC and explosives safety program in compliance with all DoD, Federal, state, and local statutes and codes; analyze MEC and explosives operational risks, hazards, and safety requirements; establish and ensure compliance with all site specific safety requirements for MEC and explosives operations; enforce personnel limits and safety exclusion zones for MEC removal/remedial operations, MEC and explosives transportation, storage, and destruction; conduct safety inspections to ensure compliance with MEC and explosives safety codes; and operate and maintain air monitoring equipment required at a site for airborne contaminants.

4.5.3.3. UXO Quality Control Specialist (UXOQCS). This individual shall have the same minimum qualifications as a UXO Technician III as listed in paragraph 4.5.4.1. In addition, this individual shall have documented Quality Control training. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I, II, and III. This individual must have the specific training, knowledge, and experience necessary to fully implement the contractor's QC plans. In addition, the UXOQCS must have the ability to implement the MEC specific sections of the Quality Control Program for all MEC operations; conduct quality control inspections of all MEC and explosives operations for compliance with established procedures; and direct and approve all corrective actions to ensure all MEC work complies with contractual requirements.

4.5.3.4. Program/Project Manager

a. Program Manager:

Minimum/General Experience: The Program Manager shall be competent, experienced and knowledgeable in the field of Military Munitions Response Program (MMRP) removal/remedial actions and shall act as the primary point of contact (POC) for coordination with USAESCH and USACE, regulators, public interests and the customer's. The Program Manager shall be responsible for the overall management of the contract including cost, schedule, and technical quality. The Program Manager shall take immediate corrective action when performance is not acceptable to USACE. The Program Manager shall also oversee the development and implementation of record keeping, administrative and quality control, and programs. The Program Manager should have a basic understanding in Firm Fixed Price Contracts and have experience and/or a working knowledge in Risk Management and Cost Containment (cost cap/stop loss) Insurance. The Program Manager should also have a working knowledge of applicable federal, state, and local laws, regulations, and guidance.

Minimum Education: Bachelor's degree in engineering, or a related field, or in the project's functional area.

b. Project Manager:

Minimum/General Experience: The Contractor will provide a trained and experienced Project Manager (PM) for each Task Order awarded. The Contractor will identify the PM and the PM's qualifications with the submittal of its proposal for the Task Order to be issued. The PM shall serve as the single point of contract (POC) for the Task Order, and shall be responsible for the planning, scheduling and management of work, approved plans, and all federal, state, and local laws and regulations. The PM shall also maintain close communication and coordination with USACE, the regulators, and the customer for the duration of the project, including monthly progress and cost reporting, if applicable. The PM should have experience or a working knowledge of risk management. The PM should also have a basic understanding of Firm Fixed Price Contracts. The PM may serve as the technical lead for the Task Order. The PM should also work with the safety personnel to ensure that all safety measures are in place when fieldwork is being performed.

Minimum Education: Bachelor's degree in engineering, or a related field, or in the project's functional area.

4.5.3.5. Project Geophysicist:

This individual shall have a degree in geophysics, geology, geological engineering, or a closely related field, and shall have a minimum of 5 years of directly related geophysical experience. This individual has overall responsibility for design, implementation, and management of all geophysical investigations required for the work effort, but may not necessarily be on-site full time. This individual shall be the project geophysicist-of-record.

4.5.3.6 Senior Contracts Manager:

The Contractor will designate one individual to perform the function of Senior Contracts Manager who will ensure that all acquisition and contract management related functions to this contract (including subcontracts, purchases, rental agreements, subcontract modifications, tracking procurements, maintaining inventory property lists, tracking small business utilization, etc.) are performed in accordance with all terms of this Contract and any individual Task Orders. Also where applicable, the Contracts Manager will be responsible for compliance with federal, state, and local laws and regulations related to contract management and acquisition. The Senior Contracts Manager should have the following qualifications:

A college degree including or supplemented by at least 24 semester hours in accounting, economics, business law, procurement, or management related studies. Alternatively, the Senior Contracts Manager may have completed an examination equivalent to a

Certified Professional Contracts Manager through the National Contracts Management Association.

Four (4) years of contract and acquisition management experience in a position of increasing complexity and responsibility.

Training in acquisition, contract administration, cost and price analysis related to federal acquisition and an understanding firm-fixed price contracting and subcontracts.

Experience and/or working knowledge of risk management and Cost Containment (cost cap/stop loss) Insurance.

4.5.4. Other Core Labor Categories. The following labor categories may be required for each work effort, as described in each specific Task Order.

4.5.4.1. UXO Technician III. This individual, who supervises a project team, shall be a graduate of a school listed in paragraph 4.5.3.1. This individual shall have experience in MEC removal operations and supervising personnel, and shall have at least 10 years UXO experience. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technicians I and II. In addition, the ability to perform the following functions is a requirement for the UXO Technician III: Supervising and performing on-site disposal of MEC; preparing explosives storage plans in accordance with all applicable guidance; preparing required MEC administrative reports; preparing SOPs for on-site MEC operations; performing risk hazard analyses; conducting daily site safety briefings; and supervising the conduct of all on-site tasks directly related to MEC operations.

4.5.4.2. UXO Technician II. This individual shall be a graduate of a school listed in paragraph 4.5.3.1. Graduates of schools listed in paragraph 4.5.3.1.a or 4.5.3.1.b may assume the position based on graduation of the school. Graduates of a school listed in 4.5.3.1.c must complete 5 years experience after graduation prior to assuming this position. This individual must be able to fully perform all functions enumerated for UXO Sweep Personnel and UXO Technician I. In addition, the ability to perform the following functions is a requirement of the UXO Technician II: Properly storing MEC and demolition material in accordance with applicable guidance; identifying fuzes and determining fuze condition; determining a magnetic azimuth using current navigational/locating equipment; performing field expedient identification procedures to identify explosives contaminated soil; preparing an on-site holding area for MEC material; and operating modes of transportation for transporting MEC and demolition material, when appropriate.

4.5.4.3. UXO Technician I. This individual shall be a graduate of a course listed in paragraph 4.5.3.1.c. This individual assists fully qualified personnel (UXO Technician II and above) in the following functions: Conducting reconnaissance and classification of MEC; identifying all munitions including bombs and bomb fuzes, guided missiles, projectiles and projectiles fuzes, rockets and rocket fuzes, land mines and associated components, pyrotechnics items, military explosives and demolition

materials, grenades and grenade fuzes, and sub munitions; locating subsurface MEC using military and civilian magnetometers and related equipment; performing excavation procedures on subsurface MEC; locating surface MEC by visual means; transporting MEC and demolition materials; preparing firing systems, both electric and non-electric, for destruction operations; operating Personnel Decontamination Stations (PDS); inspecting salvaged MPPEH and use of engineering controls; and donning and doffing personal protective equipment (PPE). The UXO Technician I shall not determine if MEC are acceptable to move.

4.5.4.4 UXO Sweep Personnel. UXO Sweep personnel assist UXO Technicians and supervisory personnel in the removal of MEC, operating only under the direct supervision of a qualified UXO Technician III. This position requires site and job specific contractor training (which may include ordnance recognition, safety precautions, donning and doffing personal protective equipment (PPE), etc.) but does not require UXO Technician qualifications. UXO Sweep Personnel conduct visual and/or instrumented MEC search activities in the field; perform field maintenance on military and civilian magnetometers; operate ordnance detection instruments and other similar equipment to include digital geophysical mapping instruments; and remove MPPEH after such items have been certified/verified safe for handling by a qualified UXO Technician. UXO Sweep Personnel shall not excavate anomalies or handle MEC. UXO Sweep Personnel shall not be involved in the execution of MEC Procedures.

4.6. Site Security. The contractor shall provide site physical security (e.g., fencing or guard service) as needed under each individual Task Order. At a minimum, the contractor shall maintain all areas to minimize the risk of injury or accident. Work on or near roadways shall be marked with lights and barricades meeting State and local regulations. Where such regulations are not applicable or adequate, the contractor shall minimize the risk of an accident. Special consideration shall be given to site security/safety needs near residential areas where there may be children. When working at BRAC or active installations, there may be additional, installations-specific, security requirements that shall be followed.

4.7. Material Potentially Presenting an Explosive Hazard (MPPEH). The contractor shall furnish technically qualified personnel to (1) inspect, verify and certify that it (MPPEH) does not present an explosive hazard, and consequently is safe for all (e.g., the general public) to receive, or (2) inspect, verify, and certify it as to the explosive hazards it may present to a qualified receiver.

4.8. Contract Deliverables. The following contract deliverables should be submitted as needed under individual task orders:

DID Number	Effective Date	Description
FPRI-005-01	See Table 7-1	Type II Work Plan
FPRI-015	See Table 7-1	Accident/Incident Reports
FPRI-025	See Table 7-1	Personnel Resume
FPRI-030	See Table 7-1	Site Specific Final Report
FPRI-045	See Table 7-1	Report/Minutes, Record of Meeting
FPRI-055	See Table 7-1	Telephone Conversation/ Correspondence Record
FPRI-060	See Table 7-1	Conventional Explosives Safety Submission (ESS)

FPRI-080	See Table 7-1	Monthly Status Report
FPRI-085	See Table 7-1	Project Status Report
FPRI-110	See Table 7-1	Recurring Review Plan
FPRI-120	See Table 7-1	Historical Information

4.9. Logs, Reports, and Record Keeping. The contractor shall maintain safety inspection reports, accident/incident reports, medical certifications, training logs, monitoring results, QC records, etc. The contractor shall maintain all exposure and medical monitoring records in accordance with OSHA Standard 29 CFR 1910 and 1926. Submit in accordance with DD Form 1423 and DID FPRI-005-06.

4.10. Review Comments. Contractor should prepare draft reports as needed, and submit to the Contracting Officer with concurrent submission to the applicable Installation/Customer for review prior to submission to regulatory agencies. **The draft document will be reviewed and comments provided by the Government within (45) forty-five calendar days of receipt of the draft.** The Contractor shall provide any revisions to the final report as a result of regulatory review as informational copies to the Contracting Officer and the Installation/Customer.

4.11. Decision Documents (DD). The Contractor shall prepare the decision document and submit to Contracting Officer for review prior to submission of the document to regulatory agencies. The decision document will be reviewed by the Government within approximately (90) ninety calendar days of receipt. The Contracting Officer will provide the review comments to the Contractor for resolution.

5.0. PUBLIC AFFAIRS:

5.1. Public Affairs. The contractor shall refer all requests for information concerning site conditions to the local Corps District's Public Affairs Office, with concurrent notification to the USAESCH project manager. All public relations activities require prior approval by the District (FUDS projects) or the installation (BRAC or active sites). The contractor will be required to actively participate in public meetings and public relations activities, and prepare and present informational and other briefings as required.

5.2. All reports and data, including all electronic data and software, generated under this contract are the property of the DoD who owns it, therefore distribution to any other source by the contractor, unless authorized by the Contracting Officer, is prohibited.

6.0. QUALITY ASSURANCE SURVEILLANCE PLAN - Performance Based Contract/Task Order

6.1. The Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Contract/Task Order. The QASP details how and when the Government will survey, observe, test, sample, evaluate, and document contractor performance according to the Performance Work Statement (PWS). The Government's QASP and the contractor's Quality Control Plan work together to ensure project performance standards are met.

6.2. The QASP is written concurrently with the PWS because what is written into the PWS influences what is put into the QASP. Additionally, development of the QASP will force the PBC Team to make sure that outputs and procedures in the PWS are measurable.

6.3. The QASP focuses on the quality, timeliness, etc. of the performance outputs to be delivered by the contractor, and not on the steps required or procedures used to provide the product or services.

6.4. Using quality assurance controls or surveillance specified in the QASP, the PBC Team can determine if contractor-provided service meets the quality standards required in the contract. The QASP is critical to smooth and effective contract administration.

6.5. Incentives. Incentives may be awarded to the contractor on a Task Order basis when he achieves an excellent overall performance rating on that Task Order as measured by the performance metrics in the QASP developed for each individual Task Order. Incentives for excellent performance may include but are not limited to:

6.5.1. Letters/Certificates of Commendation presented in public ceremonies by high level USAESCH officials

6.5.2. Write-ups in USACE publications

6.5.3. Featuring project success stories at UXO forums and seminars

6.5.4. Posting of contractors "excellent" performance on the Huntsville Center's home page

6.5.5. Exercising Option years on contract

6.5.6. The government reserves the right to give incentive awards for specific acts, within specific areas or to specific individuals as well as on a Task Order basis.

6.6. Performance Improvement Plan. Any time the contractor receives a less than satisfactory rating on any performance metric, he will be required to develop a Performance Improvement Plan to correct any deficiencies in that area.

6.7. Disincentives. Disincentives for less than satisfactory performance may include but are not limited to:

6.7.1. Poor or Unsatisfactory Performance Appraisals

6.7.2. Awarding follow-on Task Order work to others

6.7.3. Not exercising Option years

7.0. DATA ITEM DESCRIPTIONS:

The following Data Item Descriptions are part of this Contract Package and may be required. They are available in Section J of this solicitation and will be available on the USAESCH Web Page at: <http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>

**Table 7-1
Data Item Description Index**

Number	Date	Title
FPRI-005-01	20031201	Type II Work Plan
FPRI-005-02	20031201	Technical Management Plan
FPRI-005-03	20031201	Explosives Management Plan
FPRI-005-04	20031201	Explosives Siting Plan
FPRI-005-05	20031201	Geophysical Investigation Plan
FPRI-005-05A	20031201	Geophysical Prove-out (GPO) Plan and Report
FPRI-005-06	20031201	Accident Prevention Plan
FPRI-005-07	20031201	Geospatial Information and Electronic Submittal
FPRI-005-10	20031201	Munitions Constituents Sampling and Analysis Data
FPRI-005-11	20031201	Quality Control Plan
FPRI-005-12	20031201	Environmental Protection Plan
FPRI-005-13	20031201	Investigative Derived Waste Plan
FPRI-015	20031201	Accident/Incident Reports
FPRI-025	20031201	Personnel Resume
FPRI-030	20031201	Site Specific Final Report
FPRI-045	20031201	Report/Minutes, Record of Meetings
FPRI-055	20031201	Telephone Conservation/ Correspondence Records
FPRI-060	20031201	Conventional Explosives Safety Submission
FPRI-080	20031201	Monthly Status Report
FPRI-085	20031201	Project Status Report
FPRI-110	20031201	Recurring Review Plan
FPRI-120	20031201	Historical Information

8.0. SPECIAL INSTRUCTIONS:

8.1. Hard Hats. During field activities on ordnance projects, hard hats need not be worn unless the potential of head injury or hazard exist.

8.2. Contractor sweep personnel shall have no metal parts in or on their footwear.

9.0. REFERENCES:

9.1. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, Public Law (PL) 96-510, 94 Stat 2767, 42 USC 9601.

9.2. NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, Oct. 85.

9.3. AR 75-15, Responsibilities and Procedures for Explosive Ordnance Disposal (EOD).

- 9.4. AR 190-11, Physical Security of Arms, Ammunition, and Explosives.
- 9.5. AR 200-1, Environmental Protection and Enhancement.
- 9.6. AR 200-2, Environmental Effects of Army Actions.
- 9.7. AR 385-10, The Army Safety Program
- 9.8. AR 385-40, Accident Reporting and Records with USACE Supplement.
- 9.9. AR 385-64, U.S. Army Explosives Safety Program.
- 9.10. DA PAM 385-64, Ammunition and Explosives Safety Standards.
- 9.11. [29 CFR 1910.120/1926, Occupational Safety and Health](#) Standards.
- 9.12. [40 CFR, Parts 260 through 270, U. S. Printing Office latest edition.](#)
- 9.13. [40 CFR, Part 300, EPA National Oil and Hazardous Substance Pollution Contingency Plan \(NCP\)](#)
- 9.14. [DoD 6055.9-STD](#), DoD Ammunition and Explosives Safety Standards.
- 9.15. [DoD 4160.21-M, Defense Utilization and Disposal Manual.](#)
- 9.16. [DoD 4160.21-M-1, Defense Demilitarization Manual.](#)
- 9.17. [EM 385-1-1, Safety and Health Requirements Manual.](#)
- 9.18. [ER 715-1-19. Service and Supply Contractor Performance Evaluations.](#)
- 9.19. AFARS. Army Federal Acquisition Regulation Supplement Part 5142.15.
- 9.20. Pertinent government furnished unclassified TM 60-series publications.
- 9.21. TM 60A-1-1-22. EOD Procedures: General EOD Safety Precautions.
- 9.22. TM 60A-1-1-31, EOD Procedures, General Information on EOD Disposal Procedures.
- 9.23. EP 385-1-95a, Basic Safety Concepts and Considerations for Ordnance and Explosives Operations.
- 9.24. 10 U.S.C. 2701
- 9.25. [ATF P 5400.7 \(09/00\) Federal Explosives Law and Regulations - 2000](#)
- 9.26. [27 CFR Part 55, Commerce in Explosives](#)
- 9.27. [49 CFR Parts 100-199, Transportation](#)
- 9.28. [TM 9-1300-200, Ammunition General](#)

- 9.29.** [TM 9-1300-214, Military Explosives](#)
- 9.30.** [TM 9-1375-213-12, Operator's and Organization Maintenance Manual \(Including Repair Parts and Special Tools List\); Demolition Materials](#)
- 9.31.** ER 1110-1-8153, Ordnance and Explosives Response.
- 9.32.** EP 1110-3-8, Public Participation in DERP FUDS
- 9.33.** EP 1110-1-17, Establishing a Temporary Open Burn and Open Detonation Site for conventional Ordnance and Explosives Projects
- 9.34.** EP 1110-1-18, Ordnance and Explosives Response.
- 9.35.** [TB 700-2, Department of Defense Ammunitions & Explosive Hazardous Classification Procedures.](#)
- 9.36.** EP 1110-1-24, Establishing and Maintaining Institutional Controls for Ordnance and Explosives Projects.
- 9.37.** EM 1110-1-4009, Engineering and Design, Ordnance and Explosives Response. |
- 9.38.** MEC CX Interim Guidance Document 01-02, Implementation of Technical Project Planning (TPP) for Ordnance and Explosives (MEC) Formerly Used Defense Sites (FUDS) Projects, 27 Jun 2001.
- 9.39.** Procedures for Demolition of Multiple Rounds (Consolidated Shots) on MEC Sites, August 1998 (terminology update March 2000).
- 9.40** EP 75-1-4, Recurring Reviews on Ordnance and Explosives Response Actions
- 9.41.** EP 385-1-95b, Explosives Safety Submission

(End of Section C)

Section H – Special Contract Requirements

1. GENERAL INSURANCE REQUIREMENTS.

1.1. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

1.2. General Liability. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. The policy should provide for contractual liability, and name USACE as an additional insured with a waiver of subrogation.

1.3. Automobile liability. The Contractor shall maintain throughout the contract performance period automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

1.4. Errors & Omissions Liability. \$3,000,000 per claim and in the aggregate. This policy should not exclude claims due to pollution.

1.5. Corporate Policies. The Contractor may use corporate policies to cover Workman's Compensation, Automobile, General Liability, and Errors & Omissions Liability insurance requirements specified in this Section H. If a contractor uses a corporate policy for this work, the aggregate limits that apply to the General Liability, Automobile Liability and Errors and Omissions Insurance should be \$5,000,000.

1.6. Common Coverage Elements to the General Liability, Automobile Liability Policies. Each policy shall provide for a separation of the insured's for defense of claims. With the exception of non-payment of premium, the actions of the named insured will not affect the coverage provided to the Government under these policies.

2. INDEMNIFICATION & COST CONTAINMENT INSURANCE.

2.1. Financial Indemnification. For the duration of each Task Order issued under this contract, the Contractor will be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for **up to** an additional two (2) times the price of each individual task order issued minus the cost of the insurance premium (example: \$1 million task order price plus \$2 million financial indemnification by the Contractor less the insurance premium, as specified by the site-specific task order scope of work). It is expected that for most projects, the Government will only require the financial indemnification to be one times the task order cost less the cost of the insurance premium. In addition, the Contractor shall be responsible for the financial indemnification of the United States Government, the Department of Defense, its officers, agents, and employees for regulatory reopeners and changes in environmental

laws and standards identified within a period of five (5) years after completion, approval and acceptance of the final milestone for each site as defined for each site-specific scope of work for each individual task order.

2.2. Indemnification Exclusions. The indemnification required in connection with the completion of work under this contract does not extend to the three exclusions identified below; however, the Contractor shall have the burden of proving its entitlement to any of these indemnity exclusions:

2.2.1. "Acts of God" as defined under CERCLA Section 101 (42 U.S.C. 9601) where the resulting environmental condition was not contributed to by any negligent acts or omissions of the Contractor, its agents, servants, employees or invitees.

2.2.1.1. ACT OF GOD [CERCLA 101 §(1)]: Defined as an unanticipated grave natural disaster or other natural phenomenon of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight.

2.2.2. The remediation of high-level radiological waste and chemical warfare material unless specifically identified and covered in the insurance policy.

2.2.2.1. HIGH-LEVEL RADIOACTIVE WASTE (10 CFR 72): NRC defines HLW in 10 CFR 72 as the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in concentrations that require isolation.

2.2.2.2. CHEMICAL WARFARE MATERIAL (CWM): An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- series nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, chemical identified sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides; smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

2.2.3. Claims from any natural resources damages not otherwise attributable to Contractor negligence or intentional misconduct in the performance of work under this contract.

2.3. Insurance Indemnification Requirements. Satisfactory evidence of the Contractor's ability to financially indemnify the Government as required by Section H, Paragraph 2.1, shall be provided in the form of remedial cost containment insurance, in a minimum amount of at least eighty-five (85) percent of the task order price. The items covered by the insurance policy shall not entitle the Contractor to an equitable adjustment. The limits of indemnification shall never exceed two (2) times the task order amount less the cost of the insurance premium. **Unless otherwise stated in the performance work statement for the task order, the Contractor shall provide indemnification at one (1) times the task order price.** The Contractor shall provide proof of insurance to the Contracting Officer of the Corps Office issuing the Task Order within thirty (30) calendar days of task order award. Upon review and approval of the insurance policy by the responsible Corps Contracting Officer, the Government will issue a **Notice To Proceed** after task order award.

Therefore, before Award, the Government will review the Contractor's insurance policy along with all applicable endorsements, in the Contractor's proposal. USACE encourages offerors to highlight any advantages there may be for the Government in the insurance protection they are providing. It has been the Government's experience that the insurance underwriter will not bind the policy until payment is made and the payment cannot be made until the task order is awarded. Therefore, the Government will review and approve the insurance policy, along with all applicable endorsements, award the task order, and issue the Notice to Proceed once the final binding policy along with all applicable endorsements, is issued and approved by the Government's Contracting Officer. Approval of the final binding policy will not be unreasonably withheld as long as the terms and conditions agree with those contained in the final draft policy.

2.4. Removal/Remedial Cost Containment Insurance.

2.4.1. Insured. The US Government shall be an **additional insured** under the policy. In the event the named insured is unable to complete a project, the insurance company's obligations under this policy shall apply to the benefit of USACE who at its option and with the approval of the underwriter, shall find an alternative contractor to complete the project to the original specifications in the insured work plan. The approval of alternative contractors by the underwriter shall not be unreasonably withheld. **The rejection decision on a replacement contractor shall not be unreasonably withheld from the additional insured from the date the request is received by the underwriter. If the replacement contractor is not rejected within a reasonable time period, the contractor will be considered approved by the underwriter.**

2.4.2. Term. The term of the policy shall be adequate to cover the task order requirements. The term of the policy may vary depending upon the proposed schedule of work by the Contractor.

2.4.3. Insurance Carrier. Must be A.M. Best's rated AA (Excellent) Financial Size Category (FSC) IX, or better.

2.4.4. Coverages.

2.4.4.1. Coverage and limits are to reflect this task order only and are not to be commingled with other policies covering other projects, task orders or operations of the Contractor. The specified insurance shall be primary.

2.4.4.2. Lines of Coverage: Removal/Remedial Cost Containment

The insurance coverage shall, as a minimum, provide the following:

Removal/Remedial Cost Containment – Remediation Coverage: Changes in quantities (e.g. amount of contaminated soil remediated, amount of required testing, number of removal/remedial actions required, amount of labor, supplies, equipment, and materials, etc.), changes in the removal/remediation methods or technical approaches used, changes due to discovery of previously unknown MEC at identified sites within each task order issued, regulatory re-openers and changes in environmental laws or standards, first and third party on and off site remedy costs including off site disposal coverage and all other tasks associated with the completion of the scope.

The Contractor shall provide a description of the procedures it will use to comply with the claims notification requirements in the Removal/Remediation Cost Containment Insurance policy the contractor is providing. This information should be sufficient to determine if a task order is moving into an insured cost over run situation. If these claims services are to be provided by an insurance broker, describe the procedures used by the broker and the broker's capabilities in this area.

2.4.5. Insurance Costs. The offeror shall disclose all costs associated with the insurance including any brokerage or consulting fees that are not included in the premium.

2.5. Risk Transfer Limits.

2.5.1. Risk transfer limits for cost containment insurance shall be at least eighty-five (85) percent of the task order price, if required in the site-specific scope of work for each task order. The balance of the indemnification may be covered by other securities, including other financial instruments and other corporate assets.

2.5.2. Failure of the Contractor to obtain and maintain the level and type of insurance coverage required for each task order issued shall not relieve the Contractor from the indemnity obligation established under this section H. The Contractor's indemnity proposal shall clearly identify all insurance related deductibles, retentions, loss funds, and coverage exclusion(s).

2.5.3. The insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either the Contractor or the insurer without **sixty (60) days** prior written notice, when cancellation is for other than non-payment of premium. If cancellation is for non-payment of premium then written notice of intent to cancel shall be no less than ten (10) days before cancellation. The Removal/Remedial Cost Containment Insurance shall not be cancelled except for non-payment of premium or a material misrepresentation made during the application process for this insurance. If a combined policy form is used to comply with this section, with the exception of cancellation for non-payment of premium the policy should state the actions of one insured do not prejudice the rights of another insured for protection under the policy. No policy may be reduced in limit or coverage, nor materially changed without **thirty (30) days** written notice by the Contractor to the Contracting Officer. Moreover, the Contractor must cooperate fully with the insurer throughout the policy term and as outlined in the policy, so that coverage under the policy is not prejudiced. Finally, cancellation of the policy does not relieve the Contractor of its indemnification to the Government.

2.6. Assignability. In the event of bankruptcy, insolvency or the inability of the contractor to perform under the insured contract, the benefit of this insurance will flow to the additional insured, USACE. USACE will endeavor to find a replacement contractor to complete the original insured task order. **The insurer will not unreasonably withhold the approval of the replacement contractor and will supply the additional insured with a response to the request to assign the policy to the additional insured with in a reasonable amount of time of the request.**

2.7. Corporate Assets. The Contractor may use its corporate assets, i.e., corporate bonds, U.S. bonds, letters of credit, certified cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock, etc. in order to finance exclusions, deductibles before attachment points, and self-insured retentions (i.e., the 15% of indemnification not covered by the insurance policy). The Contractor shall provide in sufficient detail, to facilitate an objective determination, on

how the Contractor will meet its financial obligations to fund the self-insured retentions on the insurance policies.

3. ORGANIZATIONAL CONFLICTS OF INTEREST.

3.1. Disclosure. The Contractor shall provide a disclosure statement with its task order proposal, which concisely describes all relevant facts concerning any past or present organizational conflicts of interest relating to the work in each task order. In the same statement, the Contractor shall provide the information required in the following paragraph to assure the Government that the conflicts of interest have been mitigated and/or neutralized to the maximum extent possible. If a conflict of interest is discovered after task order award, the Contracting Officer will make a decision whether to terminate or rescind the task order and/or contract at that time.

3.2. Potential Conflicts of Interest. This request for proposals is open to any offeror to compete as a prime contractor, subcontractor or in any teaming arrangement. In order to avoid any organizational conflicts of interest, or even the appearance of any organizational conflicts of interest, any contractor performing environmental services work at the follow-on **sites(s)** under each task order will need to avoid, neutralize and/or mitigate -- prior to task order award -- significant potential conflicts of interest that may prejudice effective competition. The Contracting Officer has determined that at a minimum contractors currently performing work on the identified **sites(s)** under each task order must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such contractors shall be made available to all potential Multiple Award **Response Contract (MARC)** contractors in a timely fashion to the maximum extent possible by **transferring** such data in to a data depository.

4. FIVE-YEAR WARRANTY.

The Contractor shall provide a 5-year warranty period on all sites completed as identified in each site-specific Performance Work Statement for each task order from the date of acceptance of the final milestone for each site, unless a task order is issued that specifically states that the 5-year warranty period is not required for a particular site. During this 5-year warranty period, the Contractor shall be responsible for remediation and warrant the Government from cost increases to the task order for changes due to discovery of additional MEC or MC at the site causing the regulators to refuse to close-out the site(s), changes to remediation methods or technical approaches, regulatory re-openers, and changes in environmental laws or standards that cause the regulators to refuse to close-out the site(s). The 5-year warranty is only for the existing MEC or MC, should ongoing or subsequent releases caused by others, other than the Contractor working on the site, the responsible party shall be liable for the additional cleanup. The 5-year warranty period will not be terminated early for any reason. Once the 5-year warranty ends, the Government assumes the liability.

5. RETAINAGE.

Retentions. The Contractor may bill for up to ninety (90%) percent of the total task order cost established under each task order in accordance with FAR Clause 52.232-32, Performance-Based Payments as found in this contract for contract financing payments. The Government will withhold the remaining ten (10%) percent of the Task Order Funding until the final milestone is achieved by the Contractor. The final milestone is generally the "project closeout" document, but this will be identified in each task order issued.

6. FINES, PENALTIES AND DAMAGES.

The contractor shall be solely liable for fines and/or penalties assessed by state regulators and/or other cognizant regulatory agencies for failure to comply with any requirements of this contract, unless excused by Paragraph 2.2.1 of this Section H. "Compliance" shall include performance and completion of the work under each task order as defined by the Performance Work Statement or work plan or other approved plan in accordance with all applicable requirements of law, the contract, and any other approved plans and documents, and within the specified time schedules established under each task order and/or this contract. Any amounts assessed against and paid directly by the Government and that are attributable to fines and penalties resulting from the Contractor's performance or failure to perform will be deducted from the payment(s) to the contractor. If the fines or penalties are assessed against the Contractor, and if paid directly by the Contractor, the amounts would not be deducted from the payment(s) to the Contractor.

The contractor shall be solely liable for all indirect, special, punitive and consequential damages attributable to any negligence or intentional acts on behalf of the Prime Contractor, its employees, or its Subcontractors and their employees.

The Contractor shall be financially liable to the U.S. Government, the Department of Defense, its officers, agents, and employees from and against all claims, demands, suits, actions, liabilities, judgments, civil fines or penalties, criminal fines or penalties, costs and expenses as may arise out of the Contractor's pursuit of or failure to satisfy its contractual obligation for completion of the work as defined in Section C of this solicitation and as defined in each site-specific scope of work for each individual task order.

7. PROGRESS REPORTS.

In addition to reports/data as may be required under Section C of this contract and task order specific requirements, the Contractor shall, at a minimum, provide to the Contracting Officer a consolidated clean-up progress report monthly, documenting the clean-up progress at each site/installation. This report shall also provide expended funds and estimates to complete each site under the Task Order. The Contractor should explain the cost accounting procedures that will be used to keep the underwriters of the Cost Containment Insurance apprised of the historical costs incurred in completing the insured activities in the Task Order.

8. MINIMUM GUARANTEE.

The minimum guarantee for the base period shall be \$500,000.00 and each option period shall be \$250,000.00, which may be satisfied by obligating funds and/or issuing task orders against the base contract(s) that meet or exceed the minimum guarantee amounts.

9. BRAC WORK.

Special procedures will be followed for Base Realignment And Closure (BRAC) installations. The Government will comply with DFARS Subpart 226.7102 and EFARS Subpart 26.72. If the Government determines through its own market research that local vicinity firms or small business firms can perform the work and the contractor(s) holding the contract(s) is/are not from the local vicinity or small business, the project may be done outside the scope of the contract(s) under another contract vehicle.

10. FOLLOW ON WORK.

Follow on Task Orders at Installations or Sites where work is currently being performed by one of the FPRI MARC Contractors may go to the Contractor that is currently working on the installation or site and may not be competed in accordance with FAR Subpart 16.505. This will be based on the Contractor's current and/or past performance at the installation or site, as well as the Contractor's capability of performing the work, the ability to handle the additional work capacity, and the ability to obtain the needed cost containment insurance. It is in the Government's best interest to limit the number of Contractors responsible for site cleanup. Follow on Task Orders will be evaluated on a case-by-case basis. If determined by the Contracting Officer, the Task Order will be competed among the MARC Contractors under the procedures outlined in this Section H, in order to determine the Contractor that will offer the Best Value to the Government for the work to be done.

11. WAGE DECISIONS AND/OR WAGE DETERMINATIONS.

All task orders that are subject to Service Contract Act will have the applicable wage decision/determination provided in the Task Order RFP.

12. ORDER OF PREFERENCE FOR WORK EXECUTION.

On-going military operations at active installations shall take precedence over environmental services described under this contract or any task orders issued. Work stoppages due to any military operations will not be grounds for task order modification of cost and/or schedule. The Government will provide a likely schedule of interrupted operations due to military operations, e.g., the number of expected downtime days. However, it is the responsibility of the Contractor to provide pricing to account for any impacts to their schedule.

13. CORPS-WIDE CONTRACT ACCESS.

The resulting contract(s) may be used for work within the Continental United States (CONUS) or Outside the Continental United States (OCONUS). Any U.S. Army Corps of Engineers District wishing to use these contract(s) will request the needed contract capacity via a Memorandum of Agreement. The U.S. Army Engineering and Support Center, Huntsville, will award the base contract(s) with individual task orders being negotiated, issued, administered, and closed out by the individual cognizant districts that are using this contract(s).

14. ORAL PRESENTATIONS.

Oral Presentations may be required and used to evaluate the Contractor's technical approach, team, and other requirements as specified on a task order by task order basis depending on the project. Oral Presentations will also be used for the award of the Base Contract(s).

14.1. GENERAL INSTRUCTIONS FOR ORAL PRESENTATIONS.

Technical proposals will be requested for each task order in oral form by means of an oral presentation to the Task order evaluation team members. Overall selection of the

successful offeror will be based on the following criteria: Technical Approach, Technical/Personnel Experience, Schedule, Capacity, Insurance terms and conditions, and other considerations that identified in the Task Order RFP. Price will be separately and subjectively evaluated.

The Offeror shall use the presentation to explain its understanding, approach, and allocation of resources to enable a complete evaluation of the offeror's capability to perform the task. The offeror shall demonstrate how they plan to meet the stated requirements or goals and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to successfully accomplish the proposed work. The Offeror shall identify any additional types of information they believe are needed in the performance of the contract.

No price information shall be included in the presentation narrative or briefing charts. A written cost proposal, including the life cycle cost for each site, will be provided as hard copy, in accordance with the instructions provided in the task order RFP.

The time limit (determined per task order) will begin with the Corp's direction to begin. The presentation will be immediately terminated at the completion of the time limit, unless the Offeror completes its presentation prior to the expiration of the time limit. At the conclusion of the presentation or the time limit, whichever, occurs first, the Government may ask questions of the briefer. The questions and answers will not count against the time limit. Answers to questions will be videotaped and will be considered for evaluation purposes. The key personnel making the presentation will respond to the questions. Offerors may bring no more than five representatives to the oral presentation, with the proposed Project Manager being a member of the presentation team.

All Offerors shall document the main point of the oral presentations on PowerPoint slides and provide an original and copies of the slides to the Contracting Officer as a part of the Limited Written Technical Proposal, which is due to the Contracting Officer by the date and time prescribed on the task order RFP. Offerors may provide a one-page note to accompany each slide with an original and (TBD) printed copies thereof also as part of their Limited Written Technical Proposal. All printed copies must be legible. No other written documentation of the oral presentation will be accepted. No changes to this written documentation will be accepted at the time of oral presentations. The Task Order Evaluation team members will not inform an Offeror of their strengths, deficiencies, or weaknesses during the presentation, and they will not engage in discussions during the presentation. Offerors are prohibited from taping or recording their own presentation.

15. MARC ID/IQ INFORMATION

15.1. More than one contract is being awarded for the same services as stated in Section C of this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of \$2,500.00.

15.2. The Contracting Officer, along with the advice of his/her technical experts, will determine the factors and subfactors necessary to evaluate each contractor's proposal for a task order award. These factors and subfactors may vary and will be determined on a task order by task order basis. However, all task order proposal evaluations will include the following evaluation factors: technical approach, project delivery team, insurance protection provided, past performance, small business subcontracting, life cycle costs, as well as a cost/price evaluation.

15.3. USACE encourages offerors to highlight any advantages there may be for the Government through the insurance protection that they are providing. In addition, the Contractor shall provide a description of the procedures it will use to comply with the claims notification requirements in the Remediation Cost Containment Insurance policy the contractor is providing. This information should be sufficient to determine if a task order is moving into an insured cost over run situation. If these claims services are to be provided by an insurance broker, describe the procedures used by the broker and the broker's capabilities in this area.

15.4. If the contractor believes it was not fairly considered for a particular task order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is the USACE PARC, at the following address:

Headquarters, U.S. Army Corps of Engineers
Attention: CEPR-P (USACE Ombudsman)
441 G Street, N.W.
Washington, D.C. 20314-1000.

The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure that the contractor was afforded a fair opportunity to be considered for the task order.

16. AFARS 5116.5 - MULTIPLE AWARD TASK ORDER CONTRACTS

AFARS 5116.5 which requires the proposals submitted in response to competition under Multiple Award Task Order (MATO) Contracts to be limited to no more than five pages, including attachments, will not be followed. The Principal Assistant Responsible for Contracting (PARC) has delegated to the Chiefs of the Contracting Offices the authority to approve deviations from the five-page limitation for MATO proposals submitted in response to competition under Environmental Remediation MATO Contracts. The deviation will be implemented by approved findings and determinations (D&Fs), which will be forwarded to the PARC within 5 days after approval.

This contracting tool requires the evaluation of multiple factors and subfactors in order to determine which contractor will provide the best value to the Government on a task order by task order basis, including evaluation of the insurance policy. The factors and subfactors, as stated in Paragraph 15.2, will be determined on a task order by task order basis as the requirements and scope of services will drive what the contractor will need to provide in their proposal for evaluation purposes.

17. INCREMENTAL FUNDING.

In accordance with the National Defense Authorization Act for Fiscal Year 2003, Section 827, Section 2306c of Title 10 of the U.S. Code was amended to allow multiyear funding for environmental services for military installations. When implementation regulations are provided, this contract shall also be modified to incorporate this authority.

18. SECURITY CONTRACT LANGUAGE FOR ALL UNCLASSIFIED CONTRACTS.

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network

computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position.

Proof of a favorable NAC shall be submitted to U.S. Army Engineering Support Center, Huntsville, Attn: Security Officer, CEHNC-SL, 4820 University Square, Huntsville, AL 35816-1822, within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS.

- a. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance should submit forms through their Facility Security Office, who shall forward results of the NAC to the Huntsville Center's Security Officer (address above).
- b. For those contractors who do not have a CAGE Code or Facility Security Clearance, the SF 85P and 2 copies of the SF 87 (Fingerprint Cards) shall be completed and submitted to the Huntsville Center's Security Officer (address above.) These must be mailed or hand-delivered, as original signatures are required. Fingerprint cards are available upon request and may be taken to any local law enforcement center for completion. For those in the Huntsville area, fingerprint cards may be completed by contacting the Huntsville Center's Security Officer, (256) 895-1496.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Center/Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

A Copy of the SF-85P is included after Section J.

(End of Provision)

18. ADDITIONAL CLAUSES AND LOCAL PROVISIONS:

52.106-4001 – Contracting Officer's Instructions

a. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer. If a Contracting Officer's Representative (COR) is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority (limited by the Contracting Officer) set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor.

b. No change in the scope of the base contract or that of the performance work statements for each individual Task Order, which would effect a change in any terms or conditions of this contract shall be made by any individual other than the Contracting Officer via a modification. The Contractor is responsible for ensuring that all Contractor personnel are knowledgeable and cognizant of this contract provision. Changes to the contract effort accepted and performed by the Contractor personnel outside of the contract without specific authorization by the Contracting Officer, shall be the responsibility of the Contractor.

(End of Provision)

52.203-4029 – Correspondence In English

All correspondence and communication between the Contractor and the U.S. Government pertaining to these Contracts shall be in the English Language.

(End of Provision)

52.214-34 -- Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

52.214-35 -- Submission of Offers in U.S. Currency (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of Provision)

52.242-4000 -- Performance Evaluation of Contractor

The Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations will be performed in accordance with the Quality Assurance Surveillance Plan (QASP) developed for each Task Order. Final evaluations will be prepared within 45 days after the project has been 100% completed and all milestones have been accepted and approved by the Regulators.

(End of Provision)

52.242-4018 – Technical Liaison and Surveillance

Performance by the Contractor of the technical aspects of this Contract as described in the Performance Work Statement (PWS) for this Contract, Section C, is under the cognizance of the U.S. Army Engineering and Support Center, Huntsville. All matters relating solely to the technical aspects of the Contractor's performance may be communicated directly to the technical point of contact named in the paragraph below. All other matters shall be referred to the cognizant administration office for the individual Task Orders.

Technical Point of Contact: Lisa B. Harris
Organization Code: CEHNC-OE-CX
Telephone Number: (256) 895-1344

(End of Provision)

52.242-4612 Methods of Orders (Bilateral)

a. Supplies and services to be furnished under this Contract shall be ordered by the issuance of a bilateral order using DD Form 1155. Task Orders will be Firm-Fixed Price only.

b. Based upon the Contractor's proposal, the Government and Contractor will enter into discussions to reach agreement on a cost of completion for a Task Order. After agreement has been reached by the Government and the Contractor for the work to be performed under the Performance Work Statement for an individual Task Order, the Government will provide an unsigned DD Form 1155 to the Contractor for signature. The Contractor must return the signed DD Form 1155 to the Government for signature by the Contracting Officer within three (3) days of receipt.

c. If the Contractor determines that the scope of work does not fit within the scope of the basic contract, the Contractor shall notify the Contracting Officer immediately in writing and shall include the reasons for such judgment.

d. The Contractor shall not transfer labor or travel/material dollars between separate Task Orders.

e. All Task Orders must be signed by the Contracting Officer before performance begins. No work shall be initiated by the Contractor prior to receipt of the Signed Task Order, and a Notice to Proceed (NTP) has been issued. All Task Orders will require Cost Containment Insurance as specified in this Section H. The Government will review and approve the insurance policy, along with all applicable endorsements, award the task order, and issue the Notice to Proceed once the final binding policy along with all applicable endorsements, is issued and approved by the Government's Contracting Officer. Approval of the final binding policy will not unreasonably withheld as long as the terms and conditions agree with those contained in the final draft policy.

f. All Task Orders issued hereunder are subject to the terms and conditions of the base contract. The base contract shall control in the event of a conflict with any Task Order. There are multiple clauses covering the same obligations by contract type. Individual Task Orders or Contractors (depending on the size of the business) will be governed by the applicable clauses.

(End of Provision)

(End of Section H)

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph

(a) of the basic clause:

(a) Contract line item _____ is incrementally funded. The sum of \$* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (i) of this clause.

* To be inserted after negotiation.

52.232-1 – Payments (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of Clause)

52.232-8 – Discounts for Prompt Payment (May 1997)

52.232-9 – Limitation on Withholding of Payments (Apr 1984)

52.232-11 – Extras (Apr 1984)

52.232-13 – Notice of Progress Payments (Apr 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of Provision)

52.232-17 – Interest (Jun 1996)

52.232-18 – Availability of Funds (Apr 1984)

52.232-23 – Assignment of Claims (Jan 1986)

52.232-25 -- Prompt Payment (Feb 2002)

52.232-32 -- Performance-Based Payments (Feb 2002)

Section J – List of Attachments

NOTE: THE OFFEROR SHOULD HAVE ALL THE INFORMATION WITHIN THEIR PROPOSAL AS SHOWN IN THE ATTACHMENTS BELOW AND SPECIFIED IN SECTION L OF THE RFP. THE PREVIOUS EXPERIENCE FORMS MAY BE RETYPED/REFORMATTED TO FIT THE OFFEROR'S PROPOSAL AS NECESSARY, BUT ALL INFORMATION SHALL BE PROVIDED AT THE VERY MINIMUM (WITHIN THE PAGE LIMITS AND FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP). THE OWNER/CLIENT PAST PERFORMANCE SURVEY SHALL CONTAIN ALL THE INFORMATION PROVIDED AND BE IN THE SAME ORDER AS SHOWN, BUT MAY BE RETYPED TO FIT THE OFFEROR'S PROPOSAL (WITHIN THE FONT REQUIREMENTS SPECIFIED IN SECTION L OF THIS RFP).

List of attachments:

1. Sample MEC Scenario
2. Previous Experience Form
3. Owner/Client Past Performance Survey
4. Certificate of Current Cost or Pricing Data (For use in follow-on Task Orders)
5. Lobbying Certificate - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (For use in follow-on Task Orders)
6. MPPEH Inspection
7. Data Item Descriptions (DIDs)
8. SF-85P
9. Policies for Staffing and Approving Decision Documents (DDs)
10. Hazardous Duty Pay Differential Interpretation
11. Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate
12. DD Form 1423, Contract Data Requirements List (CDRL)
13. General Service Contract Act Wage Determination

STATEMENT OF EQUIVALENT FEDERAL WAGE RATES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR, Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS CLAUSE IS FOR INFORMATION ONLY - IT IS NOT A WAGE DETERMINATION

		Hourly Compensation		
		Hourly	Fringe	
Employee Class	Grade	Wage Rate	Benefits	Total
Biologist/Ecologist	GS-12	\$27.58	154%	\$42.47
CADD Technician	GS-7	\$15.55	154%	\$23.95
Chemist	GS-12	\$27.58	154%	\$42.47
Clerk/Typist	GS-3	\$9.99	154%	\$15.38
Computer Programmer	GS-11	\$23.01	154%	\$35.44
Computer Systems Analyst	GS-11	\$23.01	154%	\$35.44
Drafter IV	GS-7	\$15.55	154%	\$23.95
Engineer, Various	GS-12	\$27.58	154%	\$42.47
Engineering Tech III	GS-5	\$12.55	154%	\$19.33
Geologist	GS-11	\$23.01	154%	\$35.44
GIS Technician	GS-7	\$15.55	154%	\$23.95
Industrial Hygienist	GS-11	\$23.01	154%	\$35.44
Lab Tech	GS-6	\$13.99	154%	\$21.54
Program/Project Manager	GS-13	\$32.79	154%	\$50.50
Scientist	GS-12	\$27.58	154%	\$42.47
Surveyor	GS-11	\$23.01	154%	\$35.44
Technical Writer	GS-9	\$19.02	154%	\$29.29
Word Processor	GS-4	\$11.22	154%	\$17.28
Unexploded Ordnance Tech I	GS-9	\$19.02	154%	\$29.29
Unexploded Ordnance Tech II	GS-11	\$23.01	154%	\$35.44
Unexploded Ordnance Tech III	GS-12	\$27.58	154%	\$42.47
Unexploded Safety Officer	GS-11	\$23.01	154%	\$35.44
Unexploded Sweep Personnel	GS-9	\$19.02	154%	\$29.29

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE – TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.17
01012 - Accounting Clerk II	11.55
01013 - Accounting Clerk III	13.87
01014 - Accounting Clerk IV	15.69
01030 - Court Reporter	15.77
01050 - Dispatcher, Motor Vehicle	15.90
01060 - Document Preparation Clerk	11.87
01070 - Messenger (Courier)	8.89
01090 - Duplicating Machine Operator	11.87
01110 - Film/Tape Librarian	13.19
01115 - General Clerk I	9.67
01116 - General Clerk II	10.86
01117 - General Clerk III	11.09
01118 - General Clerk IV	13.91
01120 - Housing Referral Assistant	16.58
01131 - Key Entry Operator I	11.22
01132 - Key Entry Operator II	13.41
01191 - Order Clerk I	12.16
01192 - Order Clerk II	12.98
01261 - Personnel Assistant (Employment) I	11.93
01262 - Personnel Assistant (Employment) II	13.77
01263 - Personnel Assistant (Employment) III	16.16
01264 - Personnel Assistant (Employment) IV	17.55
01270 - Production Control Clerk	16.58
01290 - Rental Clerk	12.83
01300 - Scheduler, Maintenance	12.83
01311 - Secretary I	12.83
01312 - Secretary II	13.48
01313 - Secretary III	15.20
01314 - Secretary IV	18.09
01315 - Secretary V	20.09
01320 - Service Order Dispatcher	12.54
01341 - Stenographer I	11.87
01342 - Stenographer II	14.41
01400 - Supply Technician	19.26
01420 - Survey Worker (Interviewer)	13.48
01460 - Switchboard Operator-Receptionist	11.57
01510 - Test Examiner	15.77
01520 - Test Proctor	15.77
01531 - Travel Clerk I	12.50
01532 - Travel Clerk II	13.11
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.87
01612 - Word Processor II	13.70
01613 - Word Processor III	15.77
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.10

03041 - Computer Operator I	13.19
03042 - Computer Operator II	14.81
03043 - Computer Operator III	19.09
03044 - Computer Operator IV	21.18
03045 - Computer Operator V	23.47
03071 - Computer Programmer I (1)	18.26
03072 - Computer Programmer II (1)	22.03
03073 - Computer Programmer III (1)	26.98
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.17
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.76
05010 - Automotive Glass Installer	17.53
05040 - Automotive Worker	17.53
05070 - Electrician, Automotive	18.50
05100 - Mobile Equipment Servicer	15.94
05130 - Motor Equipment Metal Mechanic	18.85
05160 - Motor Equipment Metal Worker	17.53
05190 - Motor Vehicle Mechanic	18.85
05220 - Motor Vehicle Mechanic Helper	14.86
05250 - Motor Vehicle Upholstery Worker	17.53
05280 - Motor Vehicle Wrecker	17.53
05310 - Painter, Automotive	17.82
05340 - Radiator Repair Specialist	17.53
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	18.85
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.28
07010 - Baker	13.29
07041 - Cook I	10.50
07042 - Cook II	11.56
07070 - Dishwasher	8.28
07130 - Meat Cutter	13.35
07250 - Waiter/Waitress	9.09
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.33
09040 - Furniture Handler	14.45
09070 - Furniture Refinisher	17.33
09100 - Furniture Refinisher Helper	14.45
09110 - Furniture Repairer, Minor	16.45
09130 - Upholsterer	17.33
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.07
11060 - Elevator Operator	9.62
11090 - Gardener	14.26
11121 - House Keeping Aid I	8.48
11122 - House Keeping Aid II	9.62
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	11.50
11240 - Maid or Houseman	8.00

11270 - Pest Controller	13.35
11300 - Refuse Collector	10.55
11330 - Tractor Operator	13.49
11360 - Window Cleaner	11.47
12000 - Health Occupations	
12020 - Dental Assistant	14.70
12040 - Emergency Medical Technician (EMT)/Paramedic/ Ambulance Driver	13.73
12071 - Licensed Practical Nurse I	13.53
12072 - Licensed Practical Nurse II	15.18
12073 - Licensed Practical Nurse III	17.00
12100 - Medical Assistant	11.42
12130 - Medical Laboratory Technician	13.13
12160 - Medical Record Clerk	11.42
12190 - Medical Record Technician	14.27
12221 - Nursing Assistant I	8.38
12222 - Nursing Assistant II	10.58
12223 - Nursing Assistant III	12.03
12224 - Nursing Assistant IV	13.50
12250 - Pharmacy Technician	13.09
12280 - Phlebotomist	11.56
12311 - Registered Nurse I	20.94
12312 - Registered Nurse II	24.65
12313 - Registered Nurse II, Specialist	24.65
12314 - Registered Nurse III	31.11
12315 - Registered Nurse III, Anesthetist	31.11
12316 - Registered Nurse IV	37.29
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.82
13011 - Exhibits Specialist I	16.92
13012 - Exhibits Specialist II	20.96
13013 - Exhibits Specialist III	25.57
13041 - Illustrator I	16.95
13042 - Illustrator II	21.00
13043 - Illustrator III	25.61
13047 - Librarian	21.23
13050 - Library Technician	15.69
13071 - Photographer I	14.13
13072 - Photographer II	15.75
13073 - Photographer III	19.51
13074 - Photographer IV	23.79
13075 - Photographer V	28.87
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.83
15030 - Counter Attendant	8.83
15040 - Dry Cleaner	9.99
15070 - Finisher, Flatwork, Machine	8.83
15090 - Presser, Hand	8.83
15100 - Presser, Machine, Drycleaning	8.83
15130 - Presser, Machine, Shirts	8.83
15160 - Presser, Machine, Wearing Apparel, Laundry	8.83
15190 - Sewing Machine Operator	10.74
15220 - Tailor	13.90

15250 - Washer, Machine	10.17
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.33
19040 - Tool and Die Maker	20.40
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.23
21020 - Material Coordinator	17.71
21030 - Material Expediter	17.71
21040 - Material Handling Laborer	13.05
21050 - Order Filler	11.18
21071 - Forklift Operator	14.70
21080 - Production Line Worker (Food Processing)	14.16
21100 - Shipping/Receiving Clerk	12.85
21130 - Shipping Packer	12.58
21140 - Store Worker I	11.44
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.77
21210 - Tools and Parts Attendant	14.80
21400 - Warehouse Specialist	12.87
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.17
23040 - Aircraft Mechanic Helper	14.59
23050 - Aircraft Quality Control Inspector	17.70
23060 - Aircraft Servicer	16.61
23070 - Aircraft Worker	16.90
23100 - Appliance Mechanic	17.59
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	17.99
23130 - Carpenter, Maintenance	17.33
23140 - Carpet Layer	18.30
23160 - Electrician, Maintenance	23.20
23181 - Electronics Technician, Maintenance I	18.88
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	21.85
23260 - Fabric Worker	16.45
23290 - Fire Alarm System Mechanic	18.17
23310 - Fire Extinguisher Repairer	16.45
23340 - Fuel Distribution System Mechanic	19.99
23370 - General Maintenance Worker	16.19
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.99
23430 - Heavy Equipment Mechanic	18.00
23440 - Heavy Equipment Operator	18.76
23460 - Instrument Mechanic	18.17
23470 - Laborer	10.51
23500 - Locksmith	17.33
23530 - Machinery Maintenance Mechanic	18.82
23550 - Machinist, Maintenance	18.11
23580 - Maintenance Trades Helper	14.45
23640 - Millwright	19.23
23700 - Office Appliance Repairer	17.33
23740 - Painter, Aircraft	17.33
23760 - Painter, Maintenance	17.55
23790 - Pipefitter, Maintenance	19.42
23800 - Plumber, Maintenance	17.33

23820 - Pneudraulic Systems Mechanic	18.17
23850 - Rigger	18.17
23870 - Scale Mechanic	16.73
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.73
23930 - Telecommunication Mechanic I	17.99
23931 - Telecommunication Mechanic II	18.54
23950 - Telephone Lineman	18.17
23960 - Welder, Combination, Maintenance	17.99
23965 - Well Driller	18.18
23970 - Woodcraft Worker	18.17
23980 - Woodworker	16.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.83
24580 - Child Care Center Clerk	10.04
24600 - Chore Aid	8.19
24630 - Homemaker	12.67
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.98
25040 - Sewage Plant Operator	17.94
25070 - Stationary Engineer	20.98
25190 - Ventilation Equipment Tender	15.99
25210 - Water Treatment Plant Operator	17.94
27000 - Protective Service Occupations	
(not set) - Police Officer	26.98
27004 - Alarm Monitor	16.26
27006 - Corrections Officer	19.01
27010 - Court Security Officer	20.38
27040 - Detention Officer	19.01
27070 - Firefighter	19.32
27101 - Guard I	7.51
27102 - Guard II	13.24
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.03
28020 - Hatch Tender	16.03
28030 - Line Handler	16.03
28040 - Stevedore I	16.07
28050 - Stevedore II	20.05
29000 - Technical Occupations	
21150 - Graphic Artist	20.00
29010 - Air Traffic Control Specialist, Center (2)	32.38
29011 - Air Traffic Control Specialist, Station (2)	21.19
29012 - Air Traffic Control Specialist, Terminal (2)	23.34
29023 - Archeological Technician I	16.63
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.05
29030 - Cartographic Technician	23.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.17
29040 - Civil Engineering Technician	20.19
29061 - Drafter I	13.98
29062 - Drafter II	15.68
29063 - Drafter III	18.60
29064 - Drafter IV	23.03

29081 - Engineering Technician I	14.36
29082 - Engineering Technician II	16.83
29083 - Engineering Technician III	20.09
29084 - Engineering Technician IV	23.53
29085 - Engineering Technician V	27.04
29086 - Engineering Technician VI	32.73
29090 - Environmental Technician	22.42
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	22.29
29210 - Laboratory Technician	17.66
29240 - Mathematical Technician	23.03
29361 - Paralegal/Legal Assistant I	17.09
29362 - Paralegal/Legal Assistant II	20.47
29363 - Paralegal/Legal Assistant III	24.97
29364 - Paralegal/Legal Assistant IV	30.24
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.88
29491 - Unexploded Ordnance (UXO) Technician I	19.53
29492 - Unexploded Ordnance (UXO) Technician II	23.63
29493 - Unexploded Ordnance (UXO) Technician III	28.33
29494 - Unexploded (UXO) Safety Escort	19.53
29495 - Unexploded (UXO) Sweep Personnel	19.53
29620 - Weather Observer, Senior (3)	20.79
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.34
29622 - Weather Observer, Upper Air (3)	18.34
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.15
31260 - Parking and Lot Attendant	7.94
31290 - Shuttle Bus Driver	13.14
31300 - Taxi Driver	11.72
31361 - Truckdriver, Light Truck	13.12
31362 - Truckdriver, Medium Truck	18.23
31363 - Truckdriver, Heavy Truck	17.26
31364 - Truckdriver, Tractor-Trailer	17.26
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.88
99030 - Cashier	8.46
99041 - Carnival Equipment Operator	10.80
99042 - Carnival Equipment Repairer	11.64
99043 - Carnival Worker	8.44
99050 - Desk Clerk	9.44
99095 - Embalmer	20.60
99300 - Lifeguard	10.26
99310 - Mortician	20.60
99350 - Park Attendant (Aide)	11.35
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
99500 - Recreation Specialist	10.61
99510 - Recycling Worker	13.49
99610 - Sales Clerk	9.03
99620 - School Crossing Guard (Crosswalk Attendant)	10.11
99630 - Sport Official	7.85
99658 - Survey Party Chief (Chief of Party)	13.97

99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.71
99660 - Surveying Aide	7.76
99690 - Swimming Pool Operator	12.85
99720 - Vending Machine Attendant	10.83
99730 - Vending Machine Repairer	12.85
99740 - Vending Machine Repairer Helper	10.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the

contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary).

Phase I:

2.2. Page Limitation -

The total number of pages for Volume I submitted by **large businesses shall not exceed ninety-two (92) pages**. The total number of pages for Volume I of the proposal submitted by a **small business may not exceed sixty-seven (67) pages**. The increased page count allowed for large business is necessary because large business must submit additional small business utilization information and a subcontracting plan that is not required by small business. The maximum page count for **Volume II submitted by both large and small business is eight (8) pages**. These are the maximum limits for Volume I and Volume II of each proposal depending on the size of the business, excluding information not considered in the page count limitation including the Proposal Cover; the Table of Contents; Title Page; the List of Tables/Figures, or Acronyms; Separator Tabs; Cross-Reference to the Solicitation Paragraphs; and the documents excluded from the page count under Volume I, Section II, Tab 3 – Corporate Assets.

Large business shall not utilize unused pages allowed for Volume I, Section V – Small Business Utilization, to enhance or expand other sections of their proposal. If large business exceeds the page limits set, the excess pages will not be evaluated. Small Business will receive the highest rating for this factor and the subfactors in this section.

Each page should be numbered consecutively within each section. The page size of the Offeror's proposal shall not exceed an 8-1/2 inch by 11-inch sheet of paper. Please refer to Section I, FAR Part 52.204-4 for printing/duplicating instructions.

NOTE: Double sided copies are considered as two pages.

Page limitation shall include typewritten text pages, charts, graphs, figures, diagrams, schematics, etc., aside from those items specifically stated as exempt from the page count. Outlines and other similar information documents shall be included as numbered pages - no exceptions. When included, foldout pages shall fold entirely within the volume. Each foldout page in excess of 8-1/2 inch by 11-inch shall count as two pages. The volumes are limited to single spaced typewritten pages using 10 or 12 characters per inch, 12-point proportional font or equivalent as the "normal" size standards for text. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a "make to fit" software capability, however all text shall be legible and easily read.

NOTE: Large businesses having Volume I proposals that exceed **ninety-two (92) pages, or small businesses having Volume I proposals that exceed **sixty-seven (67) pages**, will have only those pages that are within the required limits evaluated. All information appearing thereafter will not be evaluated.**

NOTE: The special notation on the utilization of small business section, i.e.: large business may not utilize unused pages from this section to supplement information required for other sections. If large businesses do take advantage of unused pages from this section for other sections, the excess pages will not be evaluated. Small business will receive the highest rating for this section.

2.3. Format - The offeror shall submit **one (1) original** and **nine (9) hard copies** of their proposal in the format shown below along with two (2) CD-ROMs of their complete proposal:

Table 1 - Proposal Format			
Proposal Document	Suggested Page Limit/Section (Large/Small Business)	Required Number of Proposals	
		Original	Copies Required
Volume I, Section I: Previous Experience, Key Personnel, and Organizational Structure	40/40	1	9
TAB 1/Summary of Previous Experience – MMR Projects			
Tab 2/Resumes of Key Personnel			
TAB 3/Organizational Structure of the Proposed Team			
Volume I, Section II – Corporate Programs and Assets	10/10	1	9
Tab 1/Quality Management/Quality Control Program and Corporate Business Practices			
Tab 2/Accident Prevention/Safety and Health Program			
Tab 3/Corporate Assets			
Volume I Section III – Technical Approach to Sample MEC Scenario	12/12	1	9
Tab 1/Discussion of Site, Assumptions, and Work Plan			
Tab 2/Field Work			
Tab 3/Hazards and Safety Identification			
Tab 4/Performance Based Milestones and Time Schedule			
Volume I, Section IV – Past Performance	5/5	1	9
Tab 1/Past Performance Project Narrative with Points of Contact	Survey Pages Not Counted		
Volume I, Section V – Utilization Of Small Business Concerns (To be completed by Large Business only). Note: The offeror/large business <i>shall not</i> utilize unused pages from this section to supplement other sections.	25/0	1	9
Tab 1/Subcontracting Plan			
Tab 2/Small Business Subcontracting Past Performance			
Tab 3/Proposed Small Business Subcontracting Opportunities			
Maximum Number of Pages Evaluated for Volume I	92/67 pages	1	9

Volume II, Section I - Contractor Costs	8/8	1	9
Tab 1/ Supplies or Services and Prices/Costs (Section B)			
Maximum Number of Pages Evaluated for Volume II	8/8 pages	1	9

3. Volume Content – Phase I

Proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

3.1. Volume I, Section I – Previous Experience, Key Personnel, and Organizational Structure

3.1.1. Volume I, Section I, Tab 1 – Previous Experience – Military Munitions Response Projects

Provide at least five (5) and not more than ten (10) examples of completed projects which should demonstrate the offeror's and its team members' experience in performance of the work similar to that described in Section C of this solicitation.

A **project** is defined as:

- Work performed pursuant to one specific task order of an indefinite delivery/indefinite quantity (ID/IQ) type contract at one site or multiple sites at a single installation or facility; or
- Work performed pursuant to a site-specific contract (*i.e., a non-IDIQ contract*) for one site or multiple sites within a single installation or facility; or
- Work performed under multiple task orders issued against one ID/IQ contract to accomplish the work effort on a single site within a single installation or facility.

An ID/IQ type contract or the performance of work pursuant to multiple task orders of an ID/IQ type contract at multiple sites does not represent a "project" within this definition. If the offeror provides a specific task order(s) as its "project", it shall provide the base contract number and the task order number for reference purposes. If the offeror provides a site-specific contract as its "project", it shall provide the contract number for reference purposes.

The projects must have been **completed** within the last five (5) years from this solicitation's closing date.

A **completed project** is defined as:

- Work performed under a "project" as defined above that is physically 100% completed and has been accepted by the customer – the project does not have to be administratively closed out.

The Government has provided a sample Previous Experience Form as provided in Section J of this solicitation for use by the offeror.

The offeror may provide additional narrative on any or all projects provided the offeror does not exceed the overall total page count for the volume as specified in

Section L paragraph 2.2. The Offeror should discuss the technologies/tools used and the approaches that were taken on the projects. The offeror may include both federal and commercial work. The offeror may include projects, which required similar types of cost containment insurance. The offeror must indicate whether it was prime or subcontractor on each project. If the offeror was the prime contractor, the offeror shall also describe its primary role/duties in execution of the work (i.e. the major components of the project which were completed by the prime's staff and major components which were subcontracted out). The offeror shall also provide information on the project as to the size, complexity, and distinctive and/or unique features of the project. The offeror should provide specific information to demonstrate that it has relevant experience to all of the potential activities for the resultant contract(s) as listed in Section C of this solicitation.

3.1.2. Volume I, Section I, Tab 2 – Resumes Of Key Personnel

3.1.2.1. Key Personnel – The offeror shall provide the resumes of the key personnel, which it expects will execute the work that may be awarded under this contract. Specifically, the offeror should provide a resume for the following seven (7) key personnel positions. The resumes should clearly display proposed job title, education, states in which the individuals are registered, special qualifications and experience record showing title, specific duties, responsibilities and assignments and the dates these were held within at least the last five years. The purpose of this submittal is to identify the level of expertise available for this contract. **After contract award, key personnel may be replaced only with the approval of the Contracting Officer.** The following key personnel shall be identified:

(1) **Program Manager** - The offeror shall designate one individual as the Program Manager that will be assigned to this contract. See Section C for the minimum qualifications.

(2) **Senior Contracts Manager** - The Contractor should designate one individual to perform the function of Senior Contracts Manager. See Section C for the minimum qualifications.

(3) **Project Manager(s)** – The Contractor should provide a minimum of three (3) resumes and a maximum of five (5) for individuals who are trained and experienced as a Project Manager (PM). For each Task Order issued, the Contractor shall designate a PM. See Section C for the minimum qualifications.

(4) **Senior UXO Supervisor (SUXOS)** – The contractor should provide a minimum of 2 and a maximum of 4 resumes for individuals who are trained and experienced as a Senior UXO Supervisor. See Section C for the minimum qualifications.

(5) **UXO Safety Officer (UXOSO)** – The contractor should provide a minimum of 2 and a maximum of 4 resumes for individuals who are trained and experienced as a UXO Safety Officer. See Section C for the minimum qualifications.

(6) **UXO Quality Control Specialist (UXOQCS)** – The contractor should provide a minimum of 2 and a maximum of 4 resumes for individuals who are trained and experienced as a UXO Quality Control Specialist. See Section C for the minimum qualifications.

(7) **Project Geophysicist** – The contractor should provide a minimum of 2 and a maximum of 4 resumes for individuals who are trained and experienced as a Senior Project Geophysicist. See Section C for the minimum qualifications.

3.1.3. Volume I, Section I, Tab 3 – Organizational Structure of the Proposed Team

3.1.3.1. The organizational structure of the offeror's proposed team (all major subcontractors should be included in this organizational structure) for this contract should be outlined through a narrative and a diagrammed organizational chart. Key sub-organizations such as geophysics, safety, project management, engineering, etc., should be shown and briefly described. The relationship of these capabilities to the offeror should be described; i.e. owned, subcontracted effort, joint venture, member of consortium, etc. The corporate/organizational narrative should include a brief list of the projects, which have been executed under this organizational structure and the length of time the sub-organization(s) not owned by the offeror has been a part of the organizational structure (or the team). It is important that the offeror clearly define the organizational roles/responsibilities and the contractual/legal responsibilities of the team or joint venture units and briefly describe how the project(s) will be accomplished under the proposed organizational structure.

3.1.3.2. Small Businesses are encouraged to form teaming arrangements, joint ventures, or consortiums involving two or more small businesses. For small business teaming arrangements, the size standard is applied to the individual person or concerns, not to the combined assets of the joint venture. Note: This type of strategy allows members of the Small Business Community to leverage their capabilities to participate at the prime level without invalidating their status as small businesses. However, flowcharts/organizational diagrams should show the working arrangement of the team.

3.2. Volume I, Section II – Corporate Programs and Assets

3.2.1. Volume I, Section II, Tab 1 – Quality Management/Quality Control Program and Corporate Business Practices

The offeror should provide a narrative of its corporate Quality Management/Quality Control (QM/QC) Program and its business practices, which demonstrates adherence to the QM/QC Program. The offeror shall also describe its data management experience and procedures used to maintain quality and accuracy of data from generation to reporting.

3.2.2. Volume I, Section II, Tab 2 – Accident Prevention / Safety and Health Program

The Contractor should provide a narrative to describe its ongoing and successful execution of their Accident Prevention/Safety and Health Program, addressing items such as training, the number of current Safety and Health professionals and type, and the procedures used in the preparation and implementation of an Accident Prevention Plan (APP)/Site Safety and Health Plan (SSHP) for a Military Munitions Response Program site. The offeror should provide a signed certification sheet stating that the offeror has developed and implemented a Safety and Health Program in accordance with OSHA regulation 29 CFR 1926.65(b) and EM 385-1-1, and provide a Table of Contents of the required written Safety and

Health Program. The offeror should also certify that the Health and Safety supervision is performed by a UXO Safety Officer (UXOSO) (the UXOSO should have at least 3 years of site experience in the Military Munitions field). The offeror should also provide a list of OSHA violations and reported accidents in the past five (5) years, or so state that there were none.

3.2.3. Volume I, Section II, Tab 3 – Corporate Assets

If Corporate assets will be relied upon to finance exclusions, deductibles before insurance attachment points, and self-insured retentions (SIRs), a description of the proposed corporate assets (e.g. corporate bonds, U.S. bonds, letters of credit from federally chartered financial institutions, certified or cashier's checks, bank drafts, certificates of deposit, guarantee agreements, corporate stock of publicly held corporations, etc.) should be provided as part of the Contractor's proposal. In addition, the offeror should provide financial data to support the financial stability of the firm to meet its above referenced commitments (e.g., CPA certified financial audits, Government financial stability audits, etc. - these will be excluded from the page count as the page number for these audits can not be determined). The Offeror shall provide current data for the following: Current Ratio, Debt to Equity, Debt Coverage Ratio, Net Profit Margin, and Sales Growth. As well, a minimum of 5-years of data for each operating year in the past 5 or more years should be provided. The Government will be looking at the Offeror's trends and that of the Industry as a whole to evaluate an Offeror's financial stability.

The Corporate Assets that are proposed to cover the self-insured retention and other deductibles are being used for evaluation purposes. While no specific assets are excluded, the Government will assess the financial risk of the assets being offered. However, the Contractor should provide in sufficient detail to facilitate an objective determination on how the contractor will meet its financial obligations to fund the self-insured retentions on the insurance policies. The contractor should explain the cost accounting procedures that will be used to keep the underwriters of the Cost Containment Insurance apprised of the historical costs incurred in completing the insured activities in the task order.

Note: The Government may use other sources to ascertain the financial stability of the firm and its insurance underwriter other than the information provided in the indemnification package (e.g. 10K filings, audited annual reports of publicly held companies, Treasury Department information, etc.). This information may help the Government make its risk assessment and ultimately, its "best value" selection.

3.3. Volume I, Section III – Technical Approach to Sample MEC Scenario

This Section will help to determine the Offeror's understanding of the nature of the services to be performed under this indefinite delivery/indefinite quantity performance based contract. The Offerors are to use the Sample MEC Scenario provided in Section J when developing their proposal for this Section. This Section will help determine if the Offerors can incorporate all the proper and required measures that should normally be taken when performing work under a contract for these services.

3.3.1 Volume I, Section III, Tab 1 – Discussion of Site, Assumptions and Work Plan

The Offeror should provide a background discussion of the site to be investigated, including the sources of data, points of contact, coordination required,

relevant reports, problems, and topics relevant to the project that would be addressed in the work plan. This should also include any specialized expertise required, including any specialized requirements needed to accomplish the work effort. The Offeror should identify any limiting factors and all assumptions made when developing their response to the Sample MEC Scenario.

3.3.2. Volume I, Section III, Tab 2 – Field Work

The Offeror should provide a discussion on the field methods to be used, including the types of equipment used to located MEC and map its location, types and numbers of personnel to be used, and any other techniques relevant to the field investigations, surveys, or removal activities.

3.3.3. Volume I, Section III, Tab 3 – Hazards and Safety Identification

The Offeror should provide discussion on the hazards that may be encountered when performing work such as those needed under the Sample MEC Scenario. This should include the types of MEC that may be found and the potential hazards of the site, as well as the potential hazards of the MEC. Also, the necessary safety requirements should be discussed and identified.

3.3.4. Volume I, Section III, Tab 4 – Performance Based Milestones and Time Schedule

The Offeror should provide a Performance Based Milestone Chart and Time Schedule for the work that would be performed under the Sample MEC Scenario. (Normally costs would accompany each milestone in the Chart, however cost will not be evaluated for this Sample MEC Scenario and is therefore not needed.) The Offeror should discuss the quality management/schedule/risk assessment, reporting and controls it will use – discussing the organization's ability to identify critical quality and schedule impacts and how the Offeror will manage and control multiple subcontractors and multiple task orders to avoid quality and schedule impacts.

3.4. Volume I, Section IV, - Past Performance

3.4.1. Volume I, Section IV, Tab 1 – Past Performance Project Narrative with Points of Contact

The offeror shall provide past performance information for each project listed in the offeror's experience in response to Section L, Paragraph 3.1.1 of this solicitation. The title of the project shall be consistent with the project experience description as required in Section L, Paragraph 3.1.1. of this solicitation **The offeror shall use the same or similar format to the Owner/Client Past Performance Survey sample form as found in Section J of this solicitation.**

3.4.1.1. Owner/Client Past Performance Survey Forms

The information provided by the owner/client past performance survey forms will be used in evaluating the offeror's past performance. The Survey Form may be reformatted to fit one page, but must contain all the questions and a comments section for the evaluator. For each of the projects submitted in Volume I, Section I, Tab 1 - Summary of Previous Experience – Military Munitions Response Projects of their proposal, the offeror shall provide at least one (1) point of contact (POC) with the customer (and prime contractor if appropriate). The POCs **may be contacted** to assess the scope

of work performed and to evaluate performance of the projects listed under the previous experience tab of Section I under this Volume I, if necessary. The offeror should distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form should be distributed to the owner/client (of that particular project) by the offeror. The owner survey form should be returned by the owner/client directly to the Government Contracting Specialist – Michael Duffy at the address given for proposal submission in Paragraph 1.4 of Section L or by email to Michael.R.Duffy@usace.army.mil. **Submission shall be received by the proposal due date for receipt as stated in Paragraph 1.4 of this Section L. If submission is by mail, the envelope shall be marked, “Confidential Proposal Information for Solicitation W912DY-04-R-0009, DO NOT OPEN – ATTN: Michael Duffy”** The Government shall evaluate the Past Performance survey page(s) **filled out by the owner/client** for this past performance section only. These pages **will NOT be** counted as part of the contractor's proposal pages.

NOTE: These past performance evaluation forms will not be released to the offeror at any time before or after contract award, in order for USACE to solicit unbiased/candid responses and comments.

3.4.1.2. Past Performance Evaluation

During past performance evaluation, the Government reserves the right to look outside of the proposals for past performance information of the offeror. The Government will consider information submitted by the offeror, as well as any other relevant and reliable information obtained from any other source (including information from Government personnel and databases). The Government will evaluate the currency and relevancy of the information, the source of the information, and general trends in performance, along with any other information, which may help the Government assess performance risk. Information on significant problems encountered, customer dissatisfactions, and corrective actions taken should be provided. This comparative assessment of past performance is separate from the responsibility determination.

The Government intends to assess the relative risks associated with the offeror's performance based on the past performance information provided in the proposal.

A significant achievement, unexplained or unresolved problem, or lack of relevant data may significantly impact the risk rating by the Source Selection Evaluation Board (SSEB). Therefore, it is incumbent upon the offeror to include all relevant information, including demonstrated corrective actions, in its proposal.

The offeror should also provide a narrative of its past performance in working with regulators with points of contact for those projects listed under Volume I, Section I, Tab 1 - Summary of Previous Experience – Military Munitions Response Projects of their proposal. Include information to demonstrate the offeror's ability to create and maintain a cooperative working environment with State and U.S. Environmental Protection Agency regulators. The offeror should provide information, which demonstrates

experience with submitting accurate and timely reporting/regulatory submittals in accordance with regulatory requirements and gaining the approvals for those submittals. The offeror should also provide Points of Contact (POCs) to Government so that the information provided can be independently verified. Regulatory POCs **may be contacted** to obtain safety and environmental compliance information. Also, the offeror shall provide information on all environmentally reportable incident violations and environmental notice of violations in the past three (3) years, or so state that there were none.

In addition to the project information requested in this section, the offeror shall also provide notification and information concerning any projects where its right to proceed was terminated for default during the last three (3) years, or so state that there were none.

Offerors that have no past performance record will be given a neutral performance risk rating. In rating past performance, the SSEB may consider available past performance information on predecessor companies, employment histories of key personnel, or major subcontractors performing key elements of the project.

3.5. Volume I, Section V - Utilization of Small Business Concerns

(THIS SECTION NEED ONLY BE COMPLETED BY LARGE BUSINESSES)

3.5.1. Volume I, Section V, TAB 1 – Subcontracting Plan)

If the offeror proposing on this solicitation is a large business concern, in accordance with the definition as identified in FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), the firm must submit a small business subcontracting plan in accordance with FAR Clause 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2002) (see Section I). The goals established for small business, small disadvantaged business, woman-owned business, HUBZone business, Service disabled veteran-owned small business participation are as follows:

- | | |
|---|-------|
| • Small Business - | 57.2% |
| • Small Disadvantaged Business - | 10.0% |
| • Woman-Owned Small Business - | 10.0% |
| • HUBZone Business - | 3.0% |
| • Service-Disabled Veteran-Owned Small Business | 3.0% |

NOTE: The Goals below the 57.2% Small Business Goal are subcategories of Small Business and are rolled up into that overall 57.2% Goal.

The offeror should provide as much specific information on proposed subcontracted effort for these contracts as possible. The Small Business Subcontracting Plan shall be thorough, complete, and in accordance with AFARS Appendix DD and FAR Clause 52.219-9, as it will be incorporated into the contract upon award of the contract to the offeror, if acceptable and upon approval of the Contracting Officer.

NOTE: All small business concerns as defined in the applicable FAR provisions referenced above are exempt from submitting small business subcontracting information.

3.5.2. Volume I, Section V, Tab 2 - Small Business Subcontracting Past Performance

Large business concerns as defined by FAR Clause 52.219-1, "SMALL BUSINESS PROGRAM REPRESENTATION." (see Section K), should submit their subcontracting compliance on previous projects identified under Volume I, Section I, Tab 1 – Summary of Previous Experience – Military Munitions Response Projects. These should be presented in the same order as in the Summary of Previous Experience Tab. If the project was not Government Project and did not require a Subcontracting Plan, state so, and provide all small business subcontracting percentages for those projects in order to show what, if any, utilization of small business was used on the project. This description should include: the project name; the contract number; the amount of the contract; the Governmental agency that administered the plan and a point of contact with their telephone number, fax number and email address, if available; a point of contact from the firm which administers the plan internally with their telephone number, fax number and email address, if available; the individual responsible for the administration of the subcontracting plan with their address, phone number, fax and email address, if available; the proposed goal percentages for each member of the Small Business Community (small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), **HUBZone business**, and service-disabled veteran-owned small business (SDVOSB)), along with the actual percentages reached on each project; and any letters/memorandums that document or record subcontracting performance, compliance or surveillance visits. This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely. The Government understands that Small Business Utilization is collected on a Macro Basis, however it is also interested on how the firm performed on each "project". Therefore, the Offeror should submit its Small Business Subcontracting Past Performance on each of the "projects", be it a Task Order from and ID/IQ Contract, or a site specific – non ID/IQ type contract.

3.5.3. Volume I, Section V, Tab 3 - Proposed Small Business Subcontracting Opportunities

Large business concerns shall submit a narrative description of the types of services the firm proposes to subcontract with small business (SB), small disadvantaged business (SDB), woman-owned small business (WOSB), **HUBZone business**, and service-disabled veteran-owned small business (SDVOSB), along with the proposed percentages of their participation, to demonstrate a plan to meet the subcontracting goals that will apply to these contracts. If practical, the offeror will provide specific information on proposed subcontracted effort for this project.

3.6. Volume II, Section I - Contractor Costs

This solicitation provides a Section B – Supplies or Services & Prices/Costs upon which the offeror is to use as a basis for providing cost information. The intent of the Government is to determine the reasonableness and affordability of each offeror over the life of the contract.

**3.6.1. Volume II, Section I, Tab 1 - Supplies or Services and Prices/Cost
(Section B)**

3.6.1.1. The offeror shall fill out in its entirety only one (1) Table 1 from Section B. The rates that the offeror proposes should be fully loaded rates for both the base and option periods and should include profit. The offeror shall provide only one rate for each discipline in the base period and one in the option period.

Phase II:

4. Oral Presentation -

4.1. The Government plans to conduct oral presentations during Phase II with those offerors in the competitive range only, if one is established. Otherwise, all offerors in Phase I will be invited to participate in the oral presentations conducted in Phase II. Offerors that are participating in Phase II, will be provided with a Performance Work Statement (PWS) for Task Order 0001 at the time of notification that they may participate in Phase II. Currently the site for the first Task Order has not been released. The following paragraphs will outline the procedures for the oral presentations.

4.2. Following the Offeror's presentation, the offeror will submit to questions from the Government's designated evaluators and advisors in a panel interview format. The oral presentation and interview will be a test of an offeror's abilities and capabilities relative to the other competitors.

4.3. The purpose of the oral presentations will be for the Offeror's to present to the Government designated evaluators, the Offeror's knowledge of the requirements for the Task Order, and for the Offeror to demonstrate their capabilities to perform the work and reach the milestones/objectives required under the Task Order.

4.4. The oral presentation will be evaluated in accordance with Section M and the Source Selection Plan.

4.5. The content of the oral presentation and the questions and answers provided will become part of the offer and will supplement the written proposal information provided. If the Government determines that the information from the oral presentation or question and answer session will be included in the contract/task order, the Offeror will be required to submit the information in writing per FAR 15.102(f). The Offeror shall not discuss information about the oral presentation or any of the questions and answers to potential competitors. Such release could disqualify the Offeror, subcontractor, competitor, and the recipient of the information. As provided in FAR 52.215-1(f)(4), the Contracting Officer intends to make award without discussions, and therefore the Offeror's initial proposal should contain the Offeror's best terms from a technical, schedule, and cost standpoint. However, if discussions are needed regarding the oral presentation, they will occur before Phase II of the selection process has been completed, and will occur telephonically. Any revisions made to an Offeror's proposal may be submitted electronically with a hardcopy and CD-ROM copy express mailed to the address on the SF33.

4.6. Oral Presentation Format

4.6.1. Schedule for presentations

The offerors invited to participate in oral presentations will be provided a date, time and location for their respective oral presentation(s). The Government anticipates conducting the oral presentations either in Huntsville, Alabama or at/near the MEC site. The Government will identify the specific time and location by letter. The Contracting Officer reserves the right to designate another location at the time of the offer for oral presentations. Offerors shall be prepared to present their oral presentations within the time period specified by the Contracting Officer. The order in which offerors will make their presentations will be determined by a drawing of lots by the Contracting Officer. Once notified of their scheduled presentation date, time, and location, the offeror shall make their presentation at the scheduled date, time and location.

4.6.2. Form of Presentation

Offerors shall make their oral presentation in person. Use of video taped presentations or other forms of media are not acceptable and will be rejected. The presentation shall begin with the presenter's introduction of himself/herself by name, position, and company affiliation. The Government will provide a projection screen, and table space for up to six (6) offeror representatives. If the offeror prefers to present using PowerPoint slides, the offeror shall provide its own laptop computer, digital media projector for PowerPoint presentations, and appropriate connections.

4.6.3. Oral Presentation Submission

4.6.3.1. Each offeror shall provide one (1) original copy and nine (9) duplicate copies, labeled Volume V, of the oral presentation materials at the time of the close of Phase II. The presentation transparencies/PowerPoint slides will not be a part of the Phase II page count. The offeror must number the pages and bind each set of transparencies/slides in a three-ring loose-leaf binder. When evaluating the offeror's oral presentation, the Government will consider only those transparencies/PowerPoint slides that were actually projected and addressed by the offeror during its presentation. The contracting officer will not permit the offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

4.6.3.2. There is no limitation on the number of slides that an offeror may use. However, the presenter(s) will be limited in the amount of time for presentation and will not be granted extra time to finish its presentation. What the presenter(s) present in writing (via transparencies/PowerPoint slides or its written proposal) will take precedence over the information given verbally. The Government will not accept for evaluation any additional documentation, such as procedural manuals, handbooks or guides, etc., which may or may not have been referenced during the presentation. Only that information requested in this Phase II shall be submitted.

4.6.3.3. Offerors are prohibited from taping or recording their own presentation.

4.6.4. Offeror's presentation team

The oral presentation shall be led by the proposed Project Manager. The team shall include no more than five (5) additional individuals who are able to answer any questions that may arise concerning the proposal. Only key personnel comprising the offeror's management team listed in its proposal, the contractor's financial officer, insurance underwriter or other person or entity directly and significantly supporting the offeror in execution of the work effort for this contract shall participate on the presentation team. It is highly recommended and suggested that one of the six (6) personnel be highly knowledgeable in their cost containment insurance policy/indemnification package that will be purchased under the Task Order.

4.6.5. Time allowed for presentations

Prior to the scheduled start time, offerors will be allowed a thirty (30) minute set-up period. The last five (5) minutes of the set-up period will be reserved for introductions (Government and Offeror personnel) and for the Procurement Contracting Officer to provide a review of the ground rules. The Offeror's presentation (excluding questions and answers) shall be limited to ninety (90) minutes (uninterrupted). Following the oral presentation, there will be a recess for the Government to caucus and formulate questions regarding the oral presentation or other matters, if necessary. After the recess, each offeror will answer questions from the Government evaluation team. The Question and Answer session may last approximately one (1) hour. The

Government may ask questions concerning any matter that it deems appropriate. The questions and answers will allow the Government to determine that the Offeror understands the technical/management uncertainties, challenges, and risks associated with this Task Order. Communication between the offeror and the Government shall not be construed as discussions within the meaning of FAR regulations, unless the Contracting Officer makes that determination. The Government will not inform the offeror of their strengths, weaknesses, or deficiencies, nor engage in bargaining during any part of the oral presentation. The time clock will start upon the Government's direction to begin.

4.6.6. Reducing Oral Presentations to Writing

Offerors should put forth a concentrated effort to ensure that the information provided during any oral presentation is consistent with the written terms and conditions of its written proposal. If the oral presentation, contradicts the written materials, the written materials shall take precedence. The primary purpose of the oral presentation is to allow the Offeror an opportunity to familiarize the Government with the Offeror's team, the Offeror's management/organizational structure, the Offeror's insurance policy and the offeror's proposed technical approach/solutions. **The total page count for Volume III, excluding Section III - Insurance/Indemnification policy is 35 pages. The total page count for Volume IV is 15 pages, excluding the information under Tabs 2 & 3. There is no page limit for Volume V.**

4.7. Format and Content for the Oral Presentation - The offeror shall submit **one (1) original and nine (9) hardcopies copies, as well as two (2) CD-ROM copies** of their oral presentation (pages limited to only what was shown/presented during the presentation) and proposal (pages are limited) in the format shown below:

Table 2. Oral Presentation and Volumes III, IV, and V Content

<i>Task Order 0001</i>
VOLUME III – Task Order 0001 (Page Limit of 35 Pages Total, <i>Excluding Section II, for Volume III</i>)
Section I – Offeror's Proposed Team for Task Order 0001
Section II – Insurance/Indemnification Policy – (<i>not included in page count</i>)
Section III – Quality Control
Section IV – Accident Prevention Plan/Site Safety Health Plan Overview
Section V – Technical Approach to Task Order 0001 with Milestones/Schedule (NO COSTS ARE TO BE INCLUDED HERE)
VOLUME IV – Cost Evaluation Factors and Other Contract Documents (Page Limit of 15 Pages Total for Volume IV – excluding Tab 2 and 3 which are not included in the page count)
Section I, Tab 1 – Performance Based Milestones and Schedule with Cost to Complete Each Milestone
Section I, Tab 2/Representations and Certifications (Section K). This section will not be evaluated other than looked at for completion.
Section I, Tab 3/SF 33, Solicitation, Offer, and Award (Section A). This section will not be evaluated other than looked at for completion.
Volume V – Oral Presentation Materials

5.0. Volume Content – Phase II

Proposals presented via oral presentation and submitted in writing in response to this solicitation, shall consist of the contents required in the sub-paragraphs described below:

5.1. Volume III, Section I – Offeror’s Proposed Team for Task Order 0001

The Offeror shall identify its proposed team for this Task Order. The Offeror shall provide the resumes of the key personnel as required in Section C, and shall discuss their roles and responsibilities. The Offeror shall provide an organizational chart, which should clearly identify the reporting lines, roles, and responsibilities among the team, and should include the subcontractors or team members that will be performing substantial portions of the work under this Task Order. The Offeror should discuss their plan for resourcing this Task Order, including how the Offeror will provide the staffing and equipment needed to perform the Task Order.

5.2. Volume III, Section II – Insurance/Indemnification Policy

The offeror shall identify its proposed insurance underwriter(s), the offeror’s past working relationship with the insurance underwriter(s), general information on the underwriter(s), and the underwriter’s A.M. Best rating. The offeror should provide evidence of any previous cost overrun insurance obtained for similar types of work or contracts held. The Insurance Policy and Indemnification Package shall conform to all the minimum requirements as stated in Section H. The insurance underwriter(s) shall also provide any limits of insurance capacity both on a per site basis and in the aggregate. The insurance underwriter and Offeror shall also provide a copy of the actual insurance policy complete with all the endorsements and exclusions, that will be used for the task order to be awarded to the Contractor under this contract. The Government encourages innovative approaches to the insurances required under this contract. Alternatives that would expand the degree of risk transfer for the Government, reduce insurance premium costs, or would simplify the insurance review process for subsequent task orders are desirable.

5.3. Volume III, Section III – Quality Control

The Offeror shall discuss its quality control management procedures. The Offeror should discuss how it will take its corporate level quality control program and implement it under this Task Order at a project level that will ensure compliance with the contract requirements. The Offeror should describe its procedures on how it will react and implement new procedures when quality control is not acceptable to the Government.

5.4. Volume III, Section IV – Accident Prevention Plan (AAP)/Site Safety Health Plan (SSHP) Overview

The Offeror shall discuss its overview of their accident prevention plan (AAP) / site safety and health plan (SSHP) for this Task Order. It should provide a comprehensive understanding of the applicable safety requirements and should demonstrate the ability to implement these requirements into an effective, comprehensive, and coherent plans for this Task Order.

5.5. Volume III, Section V – Technical Approach to Task Order 0001 with Milestones/Schedule

The Offeror shall provide its best technical approach to accomplishing all work in order to achieve the milestones/objectives outlined in the performance work statement for Task Order 0001. The technical approach should demonstrate that the Offeror has a firm understanding of the requirements. The Offeror should discuss the technology it will use and the process it went through to determine that this was the best technology and approach

to clearing the MEC/MC on the site. The Offeror should also discuss any and all assumptions made when developing their technical approach. The Offeror shall provide a performance-based milestone and schedule chart that does **NOT** identify the cost to complete each milestone. **(Cost will not be discussed during the Oral Presentation)** The first milestone should be the purchase of the insurance policy. The work should be performed within the overall time frame for the project as described in the performance work statement (PWS). If it cannot be accomplished within the specified time frame, the Offeror should provide a through justification and the reasons why the work cannot/would not be accomplished within the required time frame.

6.0. Volume IV, Section I – Cost Evaluation Factors and Other Contract Documents

(WILL NOT BE DISCUSSED AT THE ORAL PRESENTATION)

6.1. Volume IV, Section I, Tab 1 – Performance-Based Milestones and Schedule with Costs to Complete Each Milestone

The Offeror shall provide a performance-based milestone and schedule chart that also identifies the cost to complete each milestone. The first milestone should be the purchase of the insurance policy. In addition, the chart shall identify the point where the 10% retention will begin for the remainder of the total task order costs. These costs will not be paid until the project has reached its last milestone and the final milestones have been accepted and approved. The work should be performed within the overall time frame for the project as described in the performance work statement (PWS). If it cannot be accomplished within the specified time frame, the Offeror should provide a through justification and the reasons why the work cannot/would not be accomplished within the required time frame.

6.2. Volume IV, Section I, Tab 2 - Representations and Certifications (Section K)

The offeror shall fill out in its entirety all of Section K that applies to the offeror. The offeror's responsibility will be reviewed in accordance with FAR Part 9.

6.3. Volume IV, Section I, Tab 3 - SF33, Solicitation, Offer, and Award (Section A)

The offeror shall fill out in its entirety all of Section A (SF33) that applies to the offeror and it shall be signed and dated by an official that is able to legally bind the company. Any amendments that are issued shall be acknowledged by the offeror on the SF33.

7.0 Volume V – Oral Presentation Materials

The Offeror shall provide all materials that is planned to be presented during their Oral Presentation. No materials that were not submitted at the close of Phase II, will be allowed to be presented. **At no time should COST be discussed during the presentation.** Offerors should put forth a concentrated effort to ensure that the information provided during any oral presentation is consistent with the written terms and conditions of it's written proposal. If the oral presentation contradicts the written materials, the written materials shall take precedence.

8.0. Technical Exceptions and Deviations -

The offeror shall identify and explain any exceptions and/or deviations from the requirements of the RFP or conditional assumptions made with respect to the technical requirements of the solicitation in the technical proposal. Any explanation of exceptions and/or

deviations taken must contain sufficient information and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions that do not provide benefit to the Government, could result in the proposal being determined unacceptable.

(End of Section L)